

CITY OF RANCHO MIRAGE



AGENDA

File
Cont'd
Referred
Denied
Approved

CITY COUNCIL,
LIBRARY BOARD, HOUSING AUTHORITY BOARD,
AND THE CITY COUNCIL REPRESENTING
THE REDEVELOPMENT SUCCESSOR AGENCY
REGULAR MEETING
THURSDAY, MAY 21, 2015

1:00 P.M.^{1 2}

AGENDA

City of Rancho Mirage
City Hall - Council Chamber
69-825 Highway 111
Rancho Mirage, CA 92270

CALL TO ORDER

- a) Flag Salute
- b) Roll Call: Kite, Townsend, Weill, Smotrich, Hobart

PRESENTATIONS

Presentation by Scott White, President/CEO of the Greater Palm Springs Convention & Visitors Bureau regarding Potential Economic Impact of the Salton Sea on the Greater Palm Springs Tourism Industry.

¹ People with disabilities are encouraged to attend. If you have special communication or access needs, please contact City offices at (760)324-4511, four business days in advance of the meeting. Hearing assistance devices are available from the City Clerk at the meeting.

² Staff reports for all agenda items considered in open session and any writings or documents provided to a majority of the legislative body regarding any item on this agenda is available for public inspection on the City's website: www.RanchoMirageCa.gov, the Rancho Mirage Public Library and City Hall.

Declaration of Posting: I, Cynthia Scott, City Clerk of the City of Rancho Mirage, do hereby declare that a copy of the foregoing agenda was posted on the City Hall bulletin board on May 15, 2015.

PLEASE SILENCE CELL PHONES, ELECTRONICS, ETC.

CITY OF RANCHO MIRAGE



AGENDA

Presentations, Cont'd.

2015 First Quarter Status Report from Kenn Stevens with Burrtec regarding waste and recycling.

NON-AGENDA PUBLIC COMMENT - An opportunity for the public to speak on issues that are not on the agenda for a maximum of three minutes per speaker.

CITY COUNCIL/BOARD MEMBER COMMENTS

MINUTES - May 7, 2015 Regular Meeting.

CONSENT CALENDAR

- CC 1. Waive full reading of all ordinances introduced or adopted at this meeting.
- CC 2. Adopt Ordinance No. 1090, Amending Municipal Code Chapter 17.20 "General Property and Use Standards" of Title 17 "Zoning."
- CC 3. Agreement for Design Professional Services with Narkweather Architects, Inc. ("Narkweather") and Request for Waiver of Certain Contract Insurance Requirements.
- CC 4. Adopt Resolution No. ___, Authorizing Disposition of City's Easement Interest in Property at 71265 Highway 111 to Erickson Properties, L.P. and City Manager to Execute Quitclaim Deed.
- CC 5. Possibility of Vacation Rental Transient Occupancy Tax Agreement with AIRBNB, INC., a California corporation.

File	Cont'd	Referred	Denied	Approved
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[illegible]

- ALL 7. Demands.

8. Consideration of designating the home located at 71475 Kaye Ballard Lane as an Historic Resource.

9. Appointment of Boardmembers/Commissioners to All City Boards/Commissions for 2015/2016.
10. Discussion regarding the State Drought, the Governor's Decree, the new CVWD Water Conservation Ordinance and the City's Conservation Efforts.
11. Consideration of Resolution of Intention to Annex Territory owned by Desert European Motorcars to Community Facilities District No. 1 in connection with approval of Jaguar Rancho Mirage.

A. Accept the Petition submitted by Desert European Motorcars requesting that the City initiate expedited proceedings for the annexation of its property, generally described as Lots 3,4 and 16 of Rancho Mirage Estates (south side of Highway 111 at the existing Desert European Motorcars facility between Mirage Road and Indian Trail Road), to Community Facilities District No. 1;

[illegible]

ADJOURNMENT

CITY COUNCIL,
LIBRARY BOARD, HOUSING AUTHORITY AND
THE CITY COUNCIL REPRESENTING
THE REDEVELOPMENT SUCCESSOR AGENCY
REGULAR MEETING
THURSDAY, MAY 7, 2015
1:00 P.M.
MINUTES

City of Rancho Mirage
City Hall - Council Chamber
69-825 Highway 111
Rancho Mirage, CA 92270

CALL TO ORDER

- a) Flag Salute
 - b) ROLL CALL: Kite, Smotrich, Townsend, Weill, Hobart
- ALL PRESENT

PRESENTATIONS

Councilmember Smotrich commended the drama students from Cathedral City High School for producing a video on earthquake safety entitled "Drop, Cover and Hold On." She introduced Marcia Stein, Emergency Preparedness Commission (EPC) Chair. Commissioner Stein introduced Commissioner Paul Copesky and Commissioner Megan Lee, who presented a plaque and a \$100 gift to Marni McDowell, the student who designed the tee-shirt logo for the recent Rancho Mirage Race to Be Ready event. The EPC has also given a \$100 donation to the Cathedral City High School Drama Department.

Commissioner Cyann Proodian introduced Raymond Franz, a teacher in the Performing Arts Department at Cathedral City High School. Mr. Franz thanked the EPC and the City Council for the honor of being involved in this important and timely film project, which will be shared with all Coachella Valley high schools to bring awareness of earthquake preparedness to students.

Anna Gonzalez, Chair of the Cathedral City High School Drama Club, and Edwin Vargas, Secretary of the Drama Club, thanked the City Council for their encouragement and support of this educational

film project. Commissioner Stein thanked the students for their efforts and noted that the film can be seen on Channel 17.

Commissioner Stein presented a plaque to Sandra Johnson, Code Compliance Manager, thanking her for the work she has done in developing a Pet Identification Card (PIC). The PIC includes a photo as well as detailed information about both owner and pet. Ms. Johnson noted that she hopes residents will take advantage of this program, which will reunite owner and their pets in the event of an emergency.

Commissioners Stein, Copesky and Lee presented a "Superstar" award to Councilmember Smotrich to thank her for all of the support she has given to the EPC. Councilmember Smotrich acknowledged the wonderful work of the EPC under the leadership of Commissioner Stein.

NON-AGENDA PUBLIC COMMENT

Alan Carvalho, Cathedral City, commented that he had the pleasure of working on the video for this year's tour of artist's homes in Rancho Mirage, noting this was his second year presenting a video for this event. He made laudatory comments regarding the former Mayor of Rancho Mirage, Scott Hines, and praised the assistance that Mr. Hines provided during Mr. Carvalho's partner's campaign for election to the City Council of Cathedral City. Mr. Carvalho stated that he dedicated his video to Mr. Hines; however, the slide giving tribute to Mr. Hines was removed from the video before it was shown to the public without his knowledge or authorization. He noted that the Cultural Commission had viewed the video and there was no objection to the tribute to Mr. Hines at that time.

City Attorney Quintanilla responded via teleconference, essentially stating that the video became the property of the City of Rancho Mirage and therefore could be used as the City deemed best.

Joseph Connaughton, Rancho Mirage, commented on the issue of water conservation. He suggested that the City Council look at the possibility of a new city ordinance requiring all new and resale homes to have a water recirculation device on the water heater or a waterless tank system, which would be a very simple and cost-effective way to conserve water.

Allen Worthy, La Quinta, commented on the issue of homelessness and spoke in opposition to his view of the City of Palm Springs' position on the homeless and the brutality of the Palm Springs Police Department.

CITY COUNCIL / BOARD MEMBER COMMENTS

Councilmember Smotrich noted the Steinway Society's 11th Annual Festival Winners Concert to be held at the Rancho Mirage Public Library on Wednesday, May 20, 2015 at 7:00 p.m. She stated the Steinway Society promotes excellence in performance and brings music education into the schools. She encouraged the City Council and residents to support this wonderful event.

Mayor Pro Tem Weill presented several photographs showing the progress of construction at the Rancho Las Palmas Shopping Center. He noted that the Steinmart store is expected to open in late summer and the groundbreaking ceremony for the new CVS will be held on May 11, 2015. Mayor Pro Tem Weill stated that the Center will look brand new when finished and the entire plaza will have a new uniform look.

MINUTES - April 16, 2015 Regular Meeting

MOVED/SECONDED BY WEILL/TOWNSEND TO APPROVE THE MINUTES AS PRESENTED. MOTION CARRIED 5/0.

CONSENT CALENDAR

- CC 1. Waive full reading of all ordinances introduced or adopted at this meeting.
- CC 2. Final Acceptance of Highway 111/Frank Sinatra Drive Intersection Improvements (#CP 06-225).
- CC 3. Notice of Acceptance for the Highway 111 Median Island Landscape Rehabilitation Project (CP #12-275).
- CC 4. Notice of Acceptance for Parkview Villas Roofing Project.
- CC 5. Consideration of Funding Request by the American Cancer Society for the Relay for Life Event.
- CC 6. March 31, 2015 Quarterly Treasurer's Report (Receive and File).
- CC 7. Contracts.
- CC 8. Demands.

Councilmember Kite requested Item #5 be pulled for further discussion.

MOVED/SECONDED BY TOWNSEND/SMOTRICH TO APPROVE THE CONSENT CALENDAR LESS ITEM #5. MOTION CARRIED 5/0.

At the request of Councilmember Kite, Code Compliance Manager Sandra Johnson, coordinator of the American Cancer Society Relay for Life event, provided further detail regarding the requested \$5,000 expenditure. Ms. Johnson noted this will be the City's third year to participate in this event, which has been moved to the Rancho Mirage High School. She reported the event will be held on Friday, May 29, 2015, noting that there will be a large group of staff participating in this worthy fundraising event.

MOVED/SECONDED BY KITE/WEILL TO APPROVE THE EXPENDITURE OF \$5,000 FROM THE SPECIAL ASSISTANCE DISCRETIONARY FUND FOR THE RELAY FOR LIFE. MOTION CARRIED 5/0.

PUBLIC HEARING

9. Introduce Ordinance No. 1090, 1st Reading, Zoning Text Amendment Case No. ZTA15001 and Environmental Assessment Case No. EA150002 - Consideration to Amend Municipal Code Chapter 17.20 (General Property and Use Standards) Related to Front Yard Wall and Fence Setbacks in Private Residential Communities.

Planning Manager Bud Kopp presented the staff report, noting this request is a result of numerous requests over the past several years from home owners and developers in private gated communities to place security walls slightly closer to the street in order to increase privacy and the amount of usable open private space within their lots.

In response to a question by Mayor Hobart seeking clarification that this amendment would apply to custom homes inside of gated communities and would not be applicable to mass produced homes, Mr. Kopp indicated that the ordinance can be amended to clarify this would apply to custom home communities.

MOVE/SECONDED BY HOBART/SMOTRICH TO APPROVE ORDINANCE NO. 1090, 1ST READING, ZONING TEXT AMENDMENT CASE NO. ZTA15001 AND ENVIRONMENTAL ASSESSMENT CASE NO. EA150002 - CONSIDERATION TO AMEND MUNICIPAL CODE CHAPTER 17.20 (GENERAL PROPERTY AND USE STANDARDS) RELATED TO FRONT YARD WALL AND FENCE SETBACKS IN PRIVATE RESIDENTIAL COMMUNITIES WITH THE CLARIFICATION THAT THIS APPLIES TO CUSTOM HOMES ONLY, WITH THAT LANGUAGE TO BE INCLUDED WHEN THE ORDINANCE RETURNS FOR SECOND READING. MOTION CARRIED 5/0.

ACTION ITEMS

10. Modifications to the Special Assistance Fund Guidelines and Authorization Given to the City Manager to Waive Insurance Requirements for Contract for Services with the Recommendation of the City Attorney.

Contract Specialist Gloria Griego presented the staff report, explaining that the first modification would make the guidelines more consistent with the actual process; the second clarifies that SAF requests may be submitted online. The third modification adds a provision to the contract for services to authorize the City Manager to waive insurance requirements with the recommendation of the City Attorney.

In response to a question from Councilmember Kite, Ms. Griego clarified that SAF applications are accepted immediately following budget approval and a press release is issued in July to inform the public and non-profits. She noted that the application process is open for 30 days thereafter.

MOVED/SECONDED BY HOBART/SMOTRICH TO APPROVE THE THREE MODIFICATIONS TO THE SPECIAL ASSISTANCE FUND POLICIES AND PROCEDURES AS RECOMMENDED IN THE STAFF REPORT. MOTION CARRIED 5/0.

11. Award of Contracts for Electrical and Natural Gas Energy Reductions.

Director of Public Works Bruce Harry presented the staff report, stating that in the City's efforts to continue reducing energy consumption and to take advantage of State and utility company incentives and rebates, staff is recommending two energy retrofit projects.

In response to a question from Mayor Hobart, Mr. Harry stated that the National Joint Power Association quotes are less expensive than two other quotes received from outside contractors. In addition, he noted that the design was free of charge through the program.

MOVED/SECONDED BY WEILL/SMOTRICH FOR AWARD OF CONTRACT TO ABM ELECTRICAL AND LIGHTING SOLUTIONS, INC. IN THE AMOUNT \$120,053.00 FOR THE REPLACEMENT OF 188 HIGH PRESSURE SODIUM VAPOR CITY OWNED STREET LIGHTS WITH LED STREET LIGHTS. MOTION CARRIED 5/0.

MOVED/SECONDED BY WEILL/TOWNSEND TO:

- **AWARD CONTRACT TO EMCOR SERVICES, MESA ENERGY SYSTEMS IN THE AMOUNT OF \$149,801.66 FOR THE REMOVAL OF THE TWO 20-YEAR OLD**

CITY HALL NATURAL GAS BOILERS AND REPLACE WITH A SINGLE HIGH ENERGY EFFICIENT NATURAL GAS CONDENSATE BOILER.

- **REPLACE SWIMMING POOL PUMPS WITH VARIABLE SPEED ENERGY EFFICIENT POOL PUMPS AND REPLACE SWIMMING POOL HOUSE THERMOSTATS WITH OCCUPANCY SENSOR THERMOSTATS AT PARKVIEW VILLAS, WHISPERING WATERS AND SAN JACINTO VILLAS. MOTION CARRIED 5/0.**

12. Consideration of Prohibition of the Route of CV Link Over Any Portion of Highway 111 or Bob Hope Drive, in the City of Rancho Mirage.

City Manager Randal Bynder stated that the City of Rancho Mirage, led by Mayor Hobart and Councilmember Kite (CV Link Subcommittee), with the support of key staff members including Finance Director Isaiah Hagerman and Public Works Director Bruce Harry, have raised significant questions regarding the operation and maintenance (O&M) scheme of the CV Link project. Mr. Bynder added that the O&M issue was addressed in detail in Mayor Hobart's memo to the CVAG Executive Committee on April 27, 2015. The questions of long-term O&M and how it will be funded and who will pay for it are ongoing and have not been resolved as far as the City of Rancho Mirage is concerned. Mr. Bynder noted that, if not for the important objections raised by Mayor Pro Tem Ted Weill at his CVAG Transportation Subcommittee on May 4, 2015, the Master Plan and the maintenance scheme may have been approved and potentially forced upon the City. Mr. Bynder further commented that O&M is one important issue that must be resolved as part of the CV Link; however, the other issue is the physical location of the CV Link. Mr. Bynder indicated that this item would build upon the City Council's decision at the April 16, 2015 meeting, which prohibited the CV Link from destroying the character of the Butler-Abrams Trail and to disallow the CV Link from disrupting the Rancho Mirage Library grounds and using the City's land in displacing the very location of the Observatory project. Mr. Bynder requested that the City Council take this matter a step further and prohibit the route of the CV Link to extend along or across any portion of Highway 111 or Bob Hope Drive within the City of Rancho Mirage.

In response to a question from Councilmember Kite, Mayor Hobart clarified the length of the proposed restriction would be the boundaries of the City for both Highway 111 and Bob Hope Drive.

Public Comment

Mary Jane Filice, a resident in Thunderbird Cover, requested that the City Council does not allow the CV Link in the City of Rancho Mirage. She commented that good planning does not mix high speed,

high volume traffic with pedestrian traffic. Ms. Filice encouraged the City Council to not let the pressure of their sister cities impact their decision on this issue.

Mike Fontana expressed his thanks to the City Council for taking a leadership role in reviewing this matter and determining the CV Link is not a good fit for Rancho Mirage. He thanked Mayor Hobart for his courage in presenting this to the CVAG Executive Committee meeting, noting that he attended the meeting and thanked Mayor Hobart for making the case for Rancho Mirage and getting them to look at the flaws in the CV Link. Mr. Fontana added that he has been to several CVAG presentations where they refer to the CV Link as a "path" or "trail." However, in reading the CVAG master plan, Mr. Fontana pointed out that it is referred to as a "transportation corridor like any other" and not a "trail." He concluded his comments by saying that he lives next to the Butler-Abrams Trail and feels it is a treasure that needs to be protected.

Another resident who did not provide his name commented that he is vehemently opposed to the CV Link and sees no advantage for Rancho Mirage. He cited other projects similar to the CV Link that have become a magnet for crime.

Mayor Hobart reported that he made a lengthy presentation to the CVAG Executive Committee two weeks ago followed by a meeting a few days later with the CVAG Executive Director where they discussed issues that remain to be resolved. Mayor Hobart noted that in his opinion, those in charge of development design of this project are continuing "full steam ahead." At the CVAG Executive Committee meeting, he asked them to slow down the process, reduce the cost of the project and concentrate on resolving important issues, including the operations and maintenance (O&M) expenses for the CV Link.

Mayor Hobart quoted CVAG's projected O&M expense of 1.6 million dollars in the first year of full operation. He noted that the recommended method of funding O&M was presented at a CVAG Transportation Committee meeting chaired by Mayor Pro Tem Weill, for final approval without it ever having been discussed except on March 30th when the Executive Director of CVAG met with the Rancho Mirage CV Link Subcommittee. Mayor Hobart stated that using the CVAG proposed formula, the City of Rancho Mirage Finance Director calculated that in year nine, Rancho Mirage would pay \$313,000 of TOT revenue. Further, it would fall upon five Coachella Valley cities - La Quinta, Indian Wells, Palm Desert, Rancho Mirage and Palm Springs - to pay the majority of the O&M expense into the future.

In addition to using a percentage of TOT revenue, CVAG is proposing that a third of the O&M expense would be paid through Measure A funds, which are intended to repair and build new roads; essentially diverting them from already approved projects to the CV Link by designating it as an arterial roadway. Mayor Hobart reported that he suggested to the CVAG Executive Director that CVAG (1) obtain a legal opinion on this issue from an attorney not in this area, e.g. Los Angeles; and (2) get agreement from the Coachella Valley cities that Measure A funds should be used for this purpose.

Mayor Hobart indicated that CVAG is proceeding at a quick pace and continues to invest money in this project. He stated that he has a fiduciary responsibility to the residents of Rancho Mirage to fight for what is best for this City. He further stated that he is pushing for a joint meeting of all the cities so they can get the full picture and urged residents to speak out on this issue.

Councilmember Smotrich thanked Mayor Hobart for his leadership on this issue and for bringing the City Council up to date.

Councilmember Kite thanked Mayor Hobart for his thorough status report. He added that Rancho Mirage is different from other cities involved in this project and to try and put the CV Link along Highway 111 would be disastrous for residents and businesses. Councilmember Kite agreed that the City Council should continue to convey to CVAG the need to develop an alternative plan and to resolve the O&M expense issues.

Councilmember Townsend expressed his appreciation for Mayor Hobart's dedication to this City and leadership role in this matter.

Mayor Pro Tem Weill commented that during the CVAG meetings he has attended, tranquil terms such as "path" and "trail" are frequently used; however, what is being proposed is not peaceful but a concrete, 30 foot wide street to accommodate electric vehicles, golf carts, runners, joggers, bikers, etc. He noted that this is secondary to how the CV Link would be paid for and pledged that the City Council cannot, and will not, obligate Rancho Mirage residents to a cost that is unknown now and into the future.

Councilmember Smotrich commented that far beyond the financial aspects of the CV Link are the safety issues. When motor vehicles are put together with runners, walkers and bicycles, she stated this presents a major safety hazard and is a catastrophe waiting to happen. Councilmember Smotrich will be addressing this issue at her CVAG meeting next week.

MOVED/SECONDED BY HOBART/KITE TO PROHIBIT THE ROUTE OF THE CV LINK TO EXTEND OVER ANY PORTION OF HIGHWAY 111 OR BOB HOPE DRIVE WITHIN THE CITY OF RANCHO MIRAGE. MOTION CARRIED 5/0.

CLOSED SESSION

13. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9 of the Government Code) Name of Case: Veronica Juarez, et. al v. City of Rancho Mirage et. al., Riverside County Superior Court Case Number PSC 1403469.
14. CONFERENCE WITH LEGAL COUNSEL - Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4) (One Potential Case).

The City Council, Library Board, Housing Authority Board and City Council representing the Redevelopment Successor Agency recessed to Closed Session at 3:06 p.m.

NO REPORTABLE ACTION WAS TAKEN IN CLOSED SESSION.

ADJOURNMENT

With no further business to consider, the City Council, Library Board, Housing Authority Board and the City Council representing the Redevelopment Successor Agency adjourned at 4:50 p.m.

Cynthia Scott, CMC
City Clerk

ORDINANCE NUMBER 1090

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO
MIRAGE, CALIFORNIA, AMENDING MUNICIPAL CODE CHAPTER
17.20 "GENERAL PROPERTY AND USE STANDARDS" OF TITLE 17
"ZONING"

WHEREAS, currently, Title 17 "Zoning" ("Zoning Code") of the City of Rancho Mirage ("City") Municipal Code regulates the maximum height of fences and walls within front yards to 36 inches unless a swimming pool or spa is installed, in which case an encroachment into the front setback is allowed; and

WHEREAS, the City may amend the Zoning Code at any time to implement changes to the City's development standards whenever it determines that public necessity, health, safety convenience, general welfare, and good zoning practices necessitate such change; and

WHEREAS, regulating fence and wall heights and vehicle access gates by the City promotes security for individual property owners in private communities; and

WHEREAS, many gated community property owners desire privacy in their front yards through the use of a 6' high privacy wall at 10 feet from the front property line (i.e., for individual lots); and

WHEREAS, private communities are gated areas subject to Homeowner Association provisions (e.g., CC&Rs) that have a different character than homes on public streets in that public access is not granted to a visitor unless the visitor knows someone in the community; and

WHEREAS, under the Land Use Element (Policy 5), the City shall ensure privacy and safety for residential neighborhoods by providing adequate buffering and screening; and

WHEREAS, private communities may have different development guidelines using the City's Preliminary Development Plan application (or Specific Plan and Development Agreement applications) that may, or may not, be different from a subdivision with public streets; and

WHEREAS, the City, in its capacity as the Lead Agency, under the California Environmental Quality Act ("CEQA") has determined that the proposed zoning code text amendment is categorically exempt under Section 15305 (Minor Alterations in Land Use Limitations) of

the Guidelines for CEQA since the proposed amendment proposes only insignificant changes to the front yard fencing requirements for private developments; and

WHEREAS, the Rancho Mirage Planning Division duly ordered, advertised, and held a public hearing on April 9, 2015, at which time public testimony was received and the merits of the above referenced zoning text amendment were considered.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO MIRAGE DOES ORDAIN AS FOLLOWS:

Section 1. RECITALS

That the above recitals are true and correct and are incorporated as though fully set forth herein.

Section 2. AMENDMENT

That Section 17.20.070 "Fences, hedges, and walls" of Chapter 17.20 "General Property and Use Standards" of Title 17 "Zoning" of the City's Municipal Code shall be amended as follows:

"17.20.070(B) Fences, hedges, and walls.

The following standards shall apply to the installation of all fences, hedges, and walls.

B. Except for Custom Single-Family Residences located within private gated developments, a maximum six-foot high fence, or wall may be located anywhere on a parcel except in a traffic safety-sight area, required front setback or street-side setback. The maximum height of fences and walls within the required front or street side yard setback shall be thirty-six inches. The maximum height of any obstruction within a safety sight triangle shall also be thirty-six inches or as required by other provisions of this title. An exception to this provision is the allowance of fencing required by the state for the purpose of enclosing swimming pools, spas, and other bodies of water over twenty-four inches in depth, in which case the fencing may encroach up to five feet into the required front setback and may be up to six feet in height.

Custom Single-Family Residences located within private gated developments may have up to a six (6) foot high architectural wall or fence located within the required front yard setback provided that the wall or fence is located at least 10 feet away from the property line and permitted by the applicable CC&Rs and approved by the applicable HOA. To decrease the visual impact of the height of the

wall/fence in relation to the street, a one foot high earthen mound or planter box shall be installed. For walls less than five feet high, mounding is not required. Vehicle access gates may be located within the front yard setback but shall not be less than 17 feet from the front property line provided they are allowed by the HOA and approved by the Fire Marshal.

~~Swimming pool security fencing within front setbacks shall not exceed forty eight inches in height measured from the finished grade on the side of the fence away from the pool, to the top of the fence, and shall be constructed entirely of masonry or wrought iron (or similar material) or a combination of solid materials and wrought iron, with the solid portion of the fence being at least thirty six inches in height.~~ All The fencing shall be painted or architecturally treated on both sides to match or substantially conform to the residence and/or other walls on the site. Another exception to this provision is the allowance of heightened perimeter walls and fencing for security purposes, in compliance with Section 17.20.120 (Private community walls and gates).

Section 3. CITY ATTORNEY REVIEW

That the City Attorney prepared and framed this ordinance pursuant to Section 1.04.010 of the Municipal Code and finds that the City Council has the authority to adopt this ordinance, that the ordinance is constitutionally valid and that the ordinance is consistent with the general powers and purposes of the City as set forth in Section 1.04.031 of the Municipal Code.

Section 4. SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

Section 5. REPEAL OF CONFLICTING PROVISIONS

That all the provisions of the Rancho Mirage Municipal Code as heretofore adopted by the City of Rancho Mirage that are in conflict with the provisions of this ordinance are hereby repealed.

Section 6. EFFECTIVE DATE

That this ordinance shall take effect thirty (30) days after its second reading by the City Council.

Section 7. CERTIFICATION

That the City Clerk shall certify to the passage of this ordinance and shall cause the same to be published according to law.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

The foregoing Ordinance was approved and adopted at a meeting of the City Council held on May __, 2015, by the following vote:

Ayes:
Noes:
Abstain:
Absent:

G. Dana Hobart, Mayor

ATTEST:

Cynthia Scott, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla,
City Attorney

N:\RNCH\0005-35 General Planning Matters\DOC\5000 - Ordinance ZTA15001 Fencing (03.20.15).Docx

CITY OF RANCHO MIRAGE



STAFF REPORT

TO: City Council

DATE: May 21, 2015

FROM: Gloria Griego, Contract Specialist *GG*
Steven B. Quintanilla, City Attorney

SUBJECT: Agreement for Design Professional Services with Narkweather Architects, Inc. ("Narkweather") and Request for Waiver of Certain Contract Insurance Requirements.

SPECIFIC REQUEST OR RECOMMENDATION:

That the City Council approve waiver of certain contract insurance requirements as requested by Narkweather.

JUSTIFICATION OR INFORMATION:

BACKGROUND:

On March 19, 2015, the City Council awarded Narkweather a contract to design and prepare all construction documents and provide construction support services for the Library Observatory project ("Project").

Upon review of the City's standard Agreement for Design Professional Services ("Agreement") (see attached) which Narkweather was asked to sign, Narkweather learned that it was unable to satisfy two of the City's insurance requirements contained in the Agreement because its insurance carrier has refused to provide such coverages. As a result, the City Council is now being asked to waive the insurance requirements as set forth below:

- Waive the requirement that Narkweather provide and maintain commercial automobile liability coverage in an amount of at least \$2,000,000 in the aggregate. Without waiver, the City would be assured that at least \$2,000,000 would be covered for any series of losses.

City Council Action:

Approved as Requested: _____

Approved as Amended: _____

Denied: _____

Other: _____

Referred to: _____

For: _____

Cont. to Agenda of: _____

Hearing Set: _____

AGENDA ITEM #

3 - 1

JUSTIFICATION OR INFORMATION CONTINUED:

- Waive the requirement that the commercial vehicle policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Without waiver, the City would be assured that any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

If the Council waives the insurance requirements, Narkweather has expressed its willingness to sign the Agreement. The risks to the City of waiver of the \$2,000,000 aggregate coverage appears to be minimal given the nature of services involved which is to provide design and construction support services which likely means driving will remain at a minimum. Also, Narkweather will still be able to provide automobile coverage of \$1,000,000 per occurrence. Waiver of the primary insurance requirement would mean that Narkweather's automobile insurance carrier may not necessarily cover damages or injuries resulting from an automobile accident. By way of example, insurance policies often contain an "Other Insurance" condition that usually provides that that insurance only applies after any other applicable insurance is used up. Waiver of the primary insurance requirement could result in Narkweather's insurance company contending that its coverage should only apply after the City's insurance carrier provides coverage, in the event an injured party should take the position that the City should share in any fault. Such a result could mean a less than clean claim or lawsuit where the City could get needlessly drawn in.

Notwithstanding the foregoing, because Narkweather has indicated that it is unable to comply with the City's insurance requests as indicated above, staff is proposing that the requests for waiver be granted due to the need to expedite commencement of the Project. Even if Narkweather were to obtain the required insurance coverages (the \$2,000,000 aggregate coverage would require Narkweather to obtain umbrella coverage), the City likely does not have the luxury of delaying commencement of services as staff is working with a very strict schedule prior to construction commencement for the Project.

DATE: May 21, 2015

Agreement for Design Professional Services with Narkweather Architects, Inc.

Page 3 of 3

JUSTIFICATION OR INFORMATION CONTINUED:

ATTACHMENT:

- Agreement for Design Professional Services

N:\RNCH\0017-02 Library General Matters\DOC\5001 - Staff Report Narkweather Architects Insurance Waivers (05.13.15).Docx

AGENDA ITEM #

3 - 3

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES

This Agreement for Design Professional Services (hereinafter, "Agreement") is made and entered into as of the 20th day of March, 2015, by and between the City of Rancho Mirage, a municipal corporation in the County of Riverside, State of California (hereinafter, the "City") and Narkweather Architects, Inc., a Nevada corporation authorized to conduct business in California (hereinafter, "Design Professional").

RECITALS

WHEREAS, the City desires to utilize the services of Design Professional, as an independent contractor, to provide the City with certain professional design services related to design and construction support services for the City's Library Observatory project ("Project") located at 71100 Highway 111, Rancho Mirage, California (hereinafter, the "Services"); and

WHEREAS, Design Professional represents that it is fully qualified to perform such Services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, the City desires to retain Design Professional, and Design Professional desires to serve the City to render these professional services as set forth in this Agreement and subject to all applicable federal, state or local laws and regulations.

AGREEMENT

SERVICES OF CONSULTANT

1. Scope of Services; Extra Work.

A. Design Professional shall furnish the Services described in the Scope of Services, attached hereto as Exhibit "A," and incorporated herein by this reference. Design Professional shall provide said services at the time, place, and in the manner specified in the Scope of Services. In the event any conflict exists between this Agreement minus the Scope of Services, on the one hand, and the Scope of Services, on the other hand, the former shall supersede.

B. At any time during the term of this Agreement, City may request that Design Professional perform Extra Work. As used herein, Extra Work means any work that is determined by the City to be necessary for the proper completion of the services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Design Professional shall not perform, nor be compensated for, Extra Work without written authorization from the City. Design Professional shall perform the Extra Work in the manner specified herein.

2. Familiarity with Work.

A. Design Professional warrants that it has thoroughly investigated and considered the Scope of Services, has carefully considered how the services should be performed and fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

B. If the services involve work upon any site, Design Professional warrants that it has, or will, investigate the site and is or will be fully acquainted with the existing conditions, prior to commencement of services hereunder. Should the Design Professional discover any latent or unknown conditions that may materially affect the performance of the services hereunder, it shall immediately inform the City of such fact and shall not proceed without written instructions from the City except at its own risk.

3. Standard of Care. Services shall be performed by Design Professional in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Design Professional's profession currently practicing in California. By delivery of completed work, Design Professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws and the professional standard of care in California. Design Professional shall perform such services and duties in conformance with and consistent with that degree of care and skill consistent with the generally accepted professional standards prevailing at the time the work is performed. In addition, Design Professional represents that its work product does not infringe on any other copyrighted work. If Design Professional's work does infringe on any other copyrighted work, this constitutes willful misconduct under this Agreement.

4. Independent Evaluation. Design Professional is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations, and all other contingencies or design considerations. Data calculations, opinions, reports, investigations, and other similar information provided by the City relating to site, local or other conditions is not warranted or guaranteed, either expressly or impliedly, by the City.

5. Licenses.

A. Design Professional represents and warrants to the City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which is legally required to practice its profession as well as perform the services as set forth herein.

B. Design Professional represents and warrants to the City that it shall, at its sole cost and expense, keep in effect or obtain at all times during the term of

this Agreement, any licenses, permits, insurance and approvals which are legally required of Design Professional to practice its profession.

C. Design Professional shall maintain a valid City of Rancho Mirage business license.

COMPENSATION

6. Contract Sum. For the services rendered pursuant to this Agreement, Design Professional shall be paid a compensation not to exceed Eighty Thousand Dollars and No Cents (**\$80,000.00**) without additional written authorization from the City.

7. Payment.

A. Design Professional shall submit monthly billings to City describing the work performed during the preceding month. Design Professional's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of reimbursable expenditures.

B. The City shall pay Design Professional no later than 30 days after approval of the monthly invoice by City staff, provided that the services reflected in the invoice were performed to the reasonable satisfaction of the City in accordance with the terms of this Agreement, that the number of hours of service set forth in the invoice reflect the amount of time ordinarily expended for such service by members of the profession currently practicing in the same locality under similar conditions, and that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of this Agreement.

C. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until City has accepted the final work under this Agreement.

PERFORMANCE SCHEDULE

8. Term and Time of Performance. The term of this Agreement shall, and the services of Design Professional are to commence upon execution of this Agreement and shall continue until the City approves all authorized work. All such work shall commence on March 20, 2015, and be completed by no later than March 31, 2016.

9. Time of Essence. Time is of the essence in the performance of this Agreement.

COORDINATION OF WORK

10. Independent Design Professional. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Design Professional, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Design Professional's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. It is understood that Design Professional, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Design Professional shall obtain no rights to any compensation, benefits, or retirement benefits that accrue to the City's employees and not to independent contractors, and it hereby expressly waives any claim it may have to any such rights.

11. Civil Code Section 1542 Waiver. Design Professional expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Design Professional further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initials

12. Conflicts of Interest.

A. Design Professional (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Design Professional's services hereunder. Design Professional further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

B. The City has determined that Design Professional is not a designated employee within the meaning of the Political Reform Act.

13. Assignment and Subcontracting. The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience and competence of Design Professional. Assignments of any or all rights, duties or obligations of the Design Professional under this Agreement will be permitted only with the express consent of the City. Except as otherwise provided in Section 6.1 of the Scope of Services, Design Professional shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If the City consents to such subcontract, Design Professional shall be fully responsible to the City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR'S STATUS OF DESIGN PROFESSIONAL

14. Design Professional represents and acknowledges the following:

A. The City is not required to provide any training or legal counsel to Design Professional or its employees in order for Design Professional to perform the services described in this Agreement.

B. Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City.

C. Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Design Professional on a continuing basis after termination of this Agreement.

D. The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed, or retained as an independent contractor, by Design Professional to perform the services described in this Agreement.

E. Design Professional shall not at any time or in any manner represent that it or any of its officers, employees, or agents are "employees" of the City.

15. The City represents and acknowledges the following:

A. Design Professional is not required to comply with daily instructions from City staff with respect to when, where or how Design Professional must perform the services set forth in this Agreement.

B. Design Professional is solely responsible for determining who, under the supervision or direction of Design Professional, will perform the services set forth in this Agreement.

C. The City will not hire, supervise or pay any assistants working for Design Professional pursuant to this Agreement.

D. Nothing in this Agreement shall be interpreted to imply that Design Professional must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

E. Except for attendance at certain required meetings, it is the sole responsibility of Design Professional to set the hours in which it performs or plans to perform the services set forth in this Agreement.

F. Design Professional is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

G. Nothing in this Agreement shall be interpreted to preclude Design Professional from working for other persons or firms, provided that such work does not create a conflict of interest.

H. Design Professional is not required to perform the services set forth in this Agreement in any particular order or sequence.

RECORDS AND REPORTS

16. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Design Professional, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Design Professional for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Design Professional or to any other party. Design Professional shall, at their expense, provide such reports, plans, studies, documents and other writings to the City upon written request.

17. Licensing of Intellectual Property.

A. This Agreement creates a nonexclusive and perpetual license for the City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Design Professional under this Agreement ("Documents and Data").

B. Design Professional shall require all subcontractors to agree in writing that the City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement.

C. Design Professional represents and warrants that it has the legal right to license any and all Documents and Data it provides to the City under this Agreement.

18. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, photographs, computer program data, input record data, written information, and other Documents and Data either created by or provided to Design Professional in connection with the performance of this Agreement shall be held confidential by Design Professional. Design Professional shall not, without the prior written consent of City, use such materials for any purposes other than the performance of the services under this Agreement nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Design Professional shall not use the City's insignia or photographs relating to project for which Design Professional's services are rendered, or any publicity pertaining to the Design Professional's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

19. Books and Records.

A. Design Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Design Professional under this Agreement.

B. Design Professional shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Design Professional's address indicated for receipt of notices in this Agreement.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Design

Professional's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Design Professional, Design Professional's representatives, or Design Professional's successor-in-interest.

INSURANCE

20. Insurance Requirements.

A. Policies. Design Professional, at Design Professional's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies;

i. Worker's Compensation Coverage. Design Professional shall procure and maintain, at its own expense, Worker's Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. If any class of employees employed by Design Professional pursuant to this Agreement is not protected by the California State Worker's Compensation Law, Design Professional shall provide adequate insurance for protection of such employees to the satisfaction of the City. This provision shall not apply if Design Professional has no employees performing work under this Agreement. If Design Professional has no employees for the purposes of this Agreement, Design Professional shall sign the Certificate of Exemption from Worker's Compensation Insurance, attached hereto as Exhibit "B." Design Professional agrees to waive its statutory immunity under any worker's compensation or similar statute, as respecting the City, and to require any and all subcontractors and any other person or entity involved in the Services to do the same.

ii. General Liability Coverage. Design Professional shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars in the aggregate (\$2,000,000) for bodily injury, personal injury and property damage. Design Professional shall provide insurance on an occurrence, not claims-made basis. Design Professional acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess insurance, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.

iii. Automobile Liability Coverage. Design Professional shall procure and maintain, at its own expense, automobile liability insurance covering bodily injury, personal injury and property damage for all activities of the Design Professional arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less

than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars in the aggregate (\$2,000,000).

iv. Professional Liability Coverage. Design Professional shall procure and maintain, at its own expense, professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Design Professional's Services, whether such Services are performed by Design Professional or by its employees, subcontractors, or sub-consultants, to the extent such persons other than Design Professional are permitted to perform any of the Services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate.

B. Endorsements. Unless otherwise specified herein, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. Except for worker's compensation, errors and omissions, professional liability or directors and officers coverage, the City, its elected or appointed officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Design Professional, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officials, officers, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Design Professional shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

D. Certificates of Insurance. Design Professional shall provide certificates of insurance with original endorsements to the City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

E. Imposition of Insurance Requirements. Provided the City gives its written consent for any persons other than Design Professional to perform any part of the Services, Design Professional agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Design Professional enters into contracts or whom Design Professional hires or retains pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required herein, at minimum, and name as additional insureds the parties to this Agreement. Design Professional agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.

F. Maintain Coverages. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Design Professional agrees to maintain all coverages required herein until the City provides written authorization to terminate the coverages following the City's review and determination that all liability posed under this Agreement as to the party providing insurance has been eliminated.

G. Failure to Obtain Coverages. Design Professional agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the performance of Services, to the extent such is permissible under this Agreement, Design Professional shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the City or its officers, employees, servants, volunteers, agents and independent contractors.

INDEMNIFICATION

21. Indemnity. To the fullest extent permitted by law, the Design Professional, as defined in Section 2782.8 of the Civil Code, shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines and judgments, associated

investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Design Professional or the acts or omissions of an employee, agent or subcontractor of the Design Professional. The provisions of this paragraph shall survive completion of the services or the termination of this Agreement. The provisions of this section are not limited by the provisions hereof relating to insurance.

ENFORCEMENT OF AGREEMENT

22. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Design Professional. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

23. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provisions under this Agreement. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

24. Default.

A. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided, however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

B. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

C. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

D. In the event that a default of any party to this Agreement may remain uncured for more than fifteen (15) calendar days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach,

the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

25. Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

26. Controlling Law Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Litigation Expenses and Attorneys Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys fees.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Authority to Enter Agreement. Design Professional has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

30. Termination. The City may terminate this Agreement immediately for cause. The City may terminate this Agreement without cause upon fifteen days written notice of termination. Upon termination, Design Professional shall be entitled to compensation for services performed up to the effective date of termination.

PRINCIPAL REPRESENTATIVES

31. Charles L. Martin, is designated as Design Professional's Principal Representative and is the person responsible for undertaking, managing and supervising the performance of all of the services set forth in the Scope of Services for this Agreement. Design Professional's designated Principal Representative's experience, knowledge, capability and reputation were a substantial inducement for the City to enter into this Agreement, and as such, for the purposes of performing the Scope of Services of this Agreement, the duties of Design Professional's designated Principal Representative shall not be reassigned, without the express written consent of both parties.

32. The City's Project Manager, Randy Viegas, shall be the Principal Representative of the City for purposes of communicating with Design Professional on any matter associated with the performance of the services set forth in this Agreement.

CITY OFFICERS AND EMPLOYEES

33. Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Design Professional, or any successor-in-interest, in the event of any default or breach by the City or for any amount, which may become due to the Design Professional or to its successor, or for breach of any obligation of the terms of this Agreement.

34. Prohibited Interests. Design Professional warrants that it has not employed nor retained any company or person, other than a bona fide employee or independent contractor working solely for Design Professional, to solicit or secure this Agreement. Further, Design Professional warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee or independent contractor working solely for Design Professional, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

35. Equal Opportunity Employment. Design Professional represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. Unless otherwise permitted under the law, Design Professional shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

MISCELLANEOUS

36. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to the City:

Randy Viegas, Project Manager
City of Rancho Mirage
69-825 Highway 111
Rancho Mirage, CA 92270
Telephone: (760) 770-3224
Facsimile: (760) 770-3261
Email: randyv@ranchomirageca.gov

If to Design Professional: Charles L. Martin
Narkweather Architects, Inc.
73-330 Highway 111, Suite A
Palm Desert, CA 92260
Telephone: (760) 346-9090
Email: arcmartin@aol.com

37. Amendments. This Agreement may be modified or amended only by a written document executed by both Design Professional and the City and approved as to form by the City Attorney.

38. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

39. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

40. Labor Laws; Prevailing Wages.

A. All work or services performed within the State of California pursuant to this Agreement by Design Professional, Design Professional's employees and independent contractors, or Design Professional's subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

B. Design Professional represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. Unless otherwise permitted under the law, Design Professional shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

C. Design Professional and all of Design Professional's subcontractors, if any, shall pay each employee engaged in all applicable trades or

occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the Project site where work is to be performed, in accordance with Labor Code Section 1773.2. Design Professional shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be the Design Professional's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Design Professional shall forfeit to the City an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Design Professional and any and all or its subcontractors shall forfeit to the City twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code.

D. Design Professional and all subcontractors hired to perform any work under the Project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the Design Professional or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. Design Professional and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the City or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) days of Design Professional's and subcontractor's receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

E. Notwithstanding anything else to the contrary, Design Professional hereby acknowledges that all contractors must be registered with the Department of Industrial Relations ("Department") pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. Design Professional represents and warrants that Design Professional is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Design Professional entering into any contracts with any subcontractor, Design Professional shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

41. Right to Independent Investigation. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Design Professional's personnel who perform work required in the Scope of Services, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of the area where work is to be performed. If the City makes a reasonable determination that any of Design Professional's prospective or then current personnel is deemed objectionable, then the City may notify Design Professional of the same. Design Professional shall not use that personnel to perform work required in the Scope of Services, and if necessary, shall replace him or her with another suitable worker.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF RANCHO MIRAGE

NARKWEATHER ARCHITECTS, INC.

Randal K. Bynder, City Manager

Its: _____
(Title)

APPROVED AS TO CONTENT:

Bruce B. Harry, Jr., Director of Public Works

ATTEST:

Cynthia Scott, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney

N:\RNCH\0017-02 Library General Matters\DOC\5000 - Narkweather Architects Inc Design PSA (04.10.15).Docx

EXHIBIT "A"

SCOPE OF SERVICES

**SEE ATTACHED
PROPOSAL DATED
MARCH 24, 2015**

EXHIBIT "B"

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I certify that, in the performance of the work to be performed by, Narkweather Architects, Inc., for the City of Rancho Mirage, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of the California Labor Code, I shall forthwith comply with those provisions.

Name & Signature

Date: _____, 2015

CITY OF RANCHO MIRAGE



STAFF REPORT

TO: City Council

DATE: May 21, 2015

FROM: Bruce B. Harry, Jr., Director of Public Works

SUBJECT: Approval of Resolution Authorizing Disposition of City's Easement Interest in Property at 71265 Highway 111 to Erickson Properties, L.P. and City Manager to Execute Quitclaim Deed

SPECIFIC REQUEST OR RECOMMENDATION:

That the City Council approve a resolution authorizing disposition of the City's easement interest in property at 71265 Highway 111 to Erickson Properties, LP and the City Manager to Execute Quitclaim Deed.

JUSTIFICATION OR INFORMATION:

BACKGROUND:

Through that certain Easement dated December 14, 2001 ("Agreement"), recorded on December 17, 2001 with the Riverside County Recorder's Office, having an instrument number of 2001-626484 (see attached), Snooty Fox, Inc. granted the City of Rancho Mirage ("City") and Erickson Properties, LP ("Erickson"), a joint non-exclusive easement interest over certain real property ("Easement Area") located at 71265 Highway 111, having Assessor's Parcel Number 684-200-024, in the City of Rancho Mirage, County of Riverside, State of California, for vehicular and pedestrian ingress, egress and access. The Agreement term is for 99 years.

Section 5 of the Agreement provides that during such time that the Easement Area is designated as a public alley, the City shall maintain the Easement Area. Section 5 of the Agreement also provides that in the event the City should ever abandon its plans for the public alley on and no longer desires to use the Easement Area, the City must quitclaim its interest in the Easement Area to Erickson. Thereafter, Erickson would be solely responsible for maintaining the Easement Area in good condition. At the time the City entered into the Agreement, the City had plans to use the Easement Area for a

City Council Action:

Approved as Requested: _____

Referred to: _____

AGENDA ITEM #

Approved as Amended: _____

For: _____

Denied: _____

Cont. to Agenda of: _____

Other: _____

Hearing Set: _____

4 - 1

JUSTIFICATION OR INFORMATION CONTINUED:

public alley midway between Sahara Road and Highway 111, but the City has since abandoned those plans and no longer has any use for the Easement Area.

In the event the City should transfer its easement interest in the Easement Area to Erickson, the City would thereafter eliminate all obligations to maintain the Easement Area as Erickson would bear sole maintenance obligations. The transfer would also eliminate City exposure to liability for injury or damage sustained upon the Easement Area.

In addition to the disposition authority granted to the City in the Agreement, it should be noted that the City may dispose real property in most instances in any way it chooses, if the disposition is for the common benefit (see Cal. Const. art. XI, §5; Gov't. Code §37350). Here, transfer of the City's easement interest in the Easement Area furthers the common benefit because such transfer would result in elimination of the City's maintenance obligations and exposure to liability, resulting in less taxpayer monies being exposed for use toward such matters.

ATTACHMENT:

- Easement

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RESOLUTION NO. 2015-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
MIRAGE, AUTHORIZING DISPOSITION OF CITY'S EASEMENT
INTEREST IN PROPERTY AT 71265 HIGHWAY 111 TO ERICKSON
PROPERTIES, LP AND CITY MANAGER TO EXECUTE QUITCLAIM
DEED

WHEREAS, through that certain Easement dated December 14, 2001 ("Agreement"), recorded on December 17, 2001 with the Riverside County Recorder's Office, having an instrument number of 2001-626484, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "A," Snooty Fox, Inc. granted the City of Rancho Mirage ("City") and Erickson Properties, LP ("Erickson"), a joint non-exclusive easement interest over certain real property ("Easement Area") located at 71265 Highway 111, having Assessor's Parcel Number 684-200-024, in the City of Rancho Mirage, County of Riverside, State of California, for vehicular and pedestrian ingress, egress and access; and

WHEREAS, the Agreement provides that in the event the City should ever abandon its plans for the public alley on and no longer desires to use the Easement Area, the City must quitclaim its interest in the Easement Area to Erickson after which time Erickson shall assume sole maintenance responsibilities over the Easement Area; and

WHEREAS, the City has abandoned its plans for a public alley and no longer desires to use the Easement Area for a public alley; and

WHEREAS, the City may dispose real property in most instances in any way it chooses, if the disposition is for the common benefit (Cal. Const. art. XI, §5; Gov't. Code §37350); and

WHEREAS, transfer of the City's easement interest in the Easement Area furthers the common benefit because such transfer would result in elimination of the City's maintenance obligations and exposure to liability, resulting in less taxpayer monies being exposed for use toward such matters; and

WHEREAS, the City now desires to quitclaim its easement interest in the Easement Area to Erickson.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO MIRAGE HEREBY DOES RESOLVE, AS FOLLOWS:

Section 1. Recitals.

That the Recitals set forth above are true and correct.

Section 2. Authorization for Transfer of Easement
Interest to Erickson and for City Manager to
Execute Quitclaim Deed.

That the City Council hereby authorizes the transfer of the City's easement interest in the Easement Area to Erickson and further authorizes the City Manager to execute a quitclaim deed to effectuate the same.

Section 3. Severability.

That should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

Section 4. Repeal of Conflicting Provisions.

That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.

Section 5. Effective Date.

That this Resolution shall take effect upon its adoption.

Section 6. Certification.

That the City Clerk shall certify to the passage of this Resolution and enter it into the book of original resolutions.

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PASSED, APPROVED AND ADOPTED this 21st day of May, 2015.

CITY OF RANCHO MIRAGE

G. Dana Hobart, Mayor

ATTEST:

Cynthia Scott, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla
City Attorney

N:\RNCH\0001-10 General Matters\DOC\5012 - Resolution Quitclaiming Easement to Erik's Furniture
(05.13.15).docx

EXHIBIT "A"

AGREEMENT

[SEE ATTACHED]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Mirage
Attn: City Clerk
69-825 Highway 111
Rancho Mirage, CA 92270

APN: 684-200-024

(Space Above for Recorder's Use)

QUITCLAIM DEED

(Exempt from recording fees pursuant to Government Code Sections 6103 and 27383)

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the City of Rancho Mirage ("City"), a municipal corporation located in the County of Riverside, State of California, does hereby remise, release, abandon and forever quitclaim to Erickson Properties, LP, a California limited partnership, the City's easement interest in real property located at 71265 Highway 111, having Assessor's Parcel Number 684-200-024, in the City of Rancho Mirage, County of Riverside, State of California, a depiction and legal description of which is attached hereto and incorporated herein by this reference as Exhibit "A," acquired through that certain Easement dated December 14, 2001, recorded on December 17, 2001 with the Riverside County Recorder's Office, having an instrument number of 2001-626484, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "B."

CITY OF RANCHO MIRAGE

By: _____
Randal K. Bynder, City Manager

Date: May ____, 2015

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EXHIBIT "A"

LEGAL DESCRIPTION AND DEPICTION

SEE ATTACHED

EXHIBIT "B"

**EASEMENT
INSTRUMENT NO. 2001-626484**

SEE ATTACHED



STAFF REPORT

DATE: May 21, 2015

TO: Members of the City Council

FROM: Steven B. Quintanilla, City Attorney
Joseph A. Meeks, Deputy City Attorney

SUBJECT: Possibility of Vacation Rental Transient Occupancy Tax Agreement with AIRBNB, INC., a California corporation.

SPECIFIC REQUEST OR RECOMMENDATION:

That the City Council receive and file this report and give additional direction as it may deem appropriate.

Background:

With the recent proliferation of online services which facilitate short term private property rental transactions ("Vacation Rentals"), cities have found it increasingly difficult to track and register Vacation Rentals within their respective cities. Presently, the best available method cities have to identify unregistered Vacation Rentals is for city staff to search such online service provider's websites to identify Vacation Rentals within the city.

This difficulty in tracking and registering Vacation Rentals has, in turn, made it difficult for cities to collect applicable transient occupancy taxes ("TOT").

Discussion:

A few cities have entered into an agreement with one such online services provider, Airbnb, Inc. ("Airbnb"), a California corporation headquartered in San Francisco. Pursuant to the agreement, Airbnb agreed to collect TOT on behalf of the cities during the Vacation Rental transaction. The cities that have entered into such an agreement have experienced a significant increase in overall TOT as a result.

Library Board Action:

Approved as Requested: _____
Approved as Amended: _____
Denied: _____
Other: _____

Referred to: _____
For: _____
Cont. to Agenda of: _____
Hearing Set: _____

However, it should be noted that, currently, Airbnb is the only online service provider that has agreed to enter into such an agreement. Moreover, it should be noted that Airbnb is different from most other such service providers because Airbnb processes the Vacation Rental transaction through the Airbnb website. This is distinguishable from most of the other online service providers because the other providers do not process the rental transaction, and instead, only serve as a virtual bulletin board putting Vacation Rental Owners in contact with potential Vacation Rental customers.

The City Attorney proposes to meet with some of the other Coachella Valley city attorneys to discuss a proposal that Airbnb collect TOT for local Vacation Rentals like they do in some other parts of the State. This apparently has resulted in a significant increase in TOT revenue for those jurisdictions which have agreed to allow them to collect TOT and pay it directly to the taxing jurisdictions.

One potential advantage to such an agreement would be that the City would not have to rely on individual homeowners, or their agents, to collect and pay TOT.

Of course, Airbnb would only be able to collect TOT from owners who utilize Airbnb's services, and not from owners who use other online services. However, Airbnb is one of the most popular and trusted providers of such services, and has one of the largest inventory of Vacation Rentals in the world.

The City Attorney would report back with any proposal to the Council subcommittee for its consideration and recommendation to the full Council.



STAFF REPORT

DATE: May 21, 2015

TO: Hon. Mayor G. Dana Hobart
Members of the City Council

FROM: Randy Bynder, City Manager
Steven B. Quintanilla, City Attorney

SUBJECT: Resolution Approving the Greater Palm Springs
Convention & Visitors Bureau (CVB) Amended and
Restated Joint Powers Agreement

SPECIFIC REQUEST OR RECOMMENDATION:

That the City Council adopt the attached resolution approving the Greater Palm Springs Convention & Visitors Bureau (CVB) Amended and Restated Joint Powers Agreement.

JUSTIFICATION OR INFORMATION:

The Palm Springs Desert Resort Communities Convention and Visitors Authority, now known as the "Greater Palm Springs Convention & Visitors Bureau" or "CVB" is a joint powers authority operating under the Joint Exercise of Powers Act (California Government Code §§6500 et seq.)

The CVB was formed in 1989. The operative legal document governing the CVB as a joint powers authority is the Joint Powers Agreement, originally executed in 1989 and subsequently amended on multiple occasions, most recently on or about June 18, 2002 ("2002 Agreement"). In order to remain current with applicable law and to maximize the CVB's ability

City Council Action:

Approved as Requested: _____
Approved as Amended: _____
Denied: _____
Other: _____

Referred to: _____
For: _____
Cont. to Agenda of: _____
Hearing Set: _____

to encourage, promote, and enhance all aspects of the hospitality, convention and tourism industry throughout all parts of the Coachella Valley, to the benefit of the member organizations and their citizens, the CVB's Executive Committee has approved the attached Amended and Restated Joint Powers Agreement ("Amended Agreement").

The Amended Agreement reflects current law and makes changes to the 2002 Agreement as recommended by the Hospitality Industry and Business Council (now known as the Board of Directors), the CVB's CEO/President and the CVB's General Legal Counsel. The draft of the Amended Agreement was circulated for review and input to members of the Technical Advisory Committee ("TAC") which consists of all the CVB members' city managers and an executive officer of the County. Several meetings were also held with several CVB members' staff members for their respective input. After extensive review and input from all interested parties, the attached draft was presented to the CVB Executive Committee for its consideration and was adopted and approved by the CVB Executive Committee on March 20, 2015.

SUMMARY OF KEY PROVISIONS OF AMENDED AGREEMENT

The Amended Agreement contains the following key provisions and modifications from the previous version of its JPA Agreement:

- The Amended Agreement contains a "Recitals" section, which was not included in the 2002 Agreement. Recitals are generally used for amended and restated agreements such as this in order to describe the background of the agreement and the intent of the parties in entering into the agreement. The recitals here state the members of the CVB and their intent that the Amended Agreement shall amend, restate, and supersede the prior agreement in its entirety. The Amended Agreement also contains a revised "Definitions" section in order to properly facilitate the operation of its substantive provisions.¹
- The official name of the CVB is now the "Greater Palm Springs Convention & Visitor Bureau, rather than the "Palm Springs Desert Resort Communities Convention and

¹ Amended Agreement §1.

Visitors Authority" as stated in the 2002 Agreement.²

- The stated purpose of the CVB is to form a joint powers authority to jointly encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley, and to attract visitors from markets, all to the benefit of the member organizations and their citizens. This provision is unchanged from the 2002 Agreement.
- The members of the CVB are Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, Rancho Mirage and the County of Riverside.³ Additional members may be added by two-thirds vote of the Executive Committee which must be approved by a unanimous vote of the CVB members' legislative bodies. The members remain unchanged.
- The governing body of the CVB is the Executive Committee, which is comprised of an elected official for each city member of the CVB and a County Senior Staff member appointed by the Riverside County Board of Supervisors to represent the County of Riverside. This provision remains unchanged, but the Amended Agreement expressly provides that only those members of the Executive Committee whose agencies pay the CVB its member contributions shall be entitled to vote.⁴
- The Amended Agreement sets forth a more detailed yet non-exhaustive list of the powers that the Executive Committee possesses pursuant to state law; the powers are similar to those stated in the 2002 Agreement, but also include the power to select staff members other than city managers to serve on the appointed technical advisory committee, and the power to retain legal counsel.⁵
- The Amended Agreement sets forth the territorial boundaries of the CVB, which remain unchanged from the 2002 Agreement. However, the Amended Agreement also includes a map of the boundaries attached as Exhibit A to the Amended Agreement. The boundaries may be changed by two-thirds vote of the Executive Committee which must

2 Amended Agreement §4.

3 Amended Agreement §7.

4 Amended Agreement §9.

5 Amended Agreement §10.

be approved by a unanimous vote of the CVB members' legislative bodies.

- The Amended Agreement sets forth the precise formula for calculating members' contributions, specifically 0.15% gross room rental revenue for "Non-Convention Hotels" and 0.35% of gross room rental revenue for "Convention Hotels."⁶ The formula may be changed by two-thirds vote of the Executive Committee which must be approved by a unanimous vote of the CVB members' legislative bodies. The 2002 Agreement addressed contributions in an exhibit rather than in the agreement itself.
- The Amended Agreement maintains the conditions imposed upon members who wish to withdraw from the CVB largely intact, but does away with the requirement of thirteen months' notice of withdrawal as provided in the 2002 Agreement.⁷
- The Amended Agreement sets forth a detailed, non-exhaustive list of the powers that the CVB possesses as a joint powers authority pursuant to state law.⁸ The list includes all of the powers specified in the 2002 Agreement and also includes several others, such as the power to engage independent contractors and legal counsel; to acquire and dispose of real or personal property; to raise revenue for any public purpose that is consistent with the CVB's purpose; to form, renew and modify improvement districts such as the CVB's Tourism Marketing District; to form a non-profit corporation or other affiliated non-profit entities; to adopt and enforce rules, regulations, resolutions and ordinances to carry out the CVB's purposes; and to invest money from its treasury that is not required for immediate necessities.⁹
- The CVB's President/CEO, Finance Director and Treasurer are required by state law to file an official bond in an amount determined by the Executive Committee. The Amended Agreement sets forth this requirement expressly, whereas the 2002 Agreement did not.
- Without change from the 2002 Agreement, the Amended Agreement provides that the Executive Committee shall designate a treasurer and auditor.

⁶ Amended Agreement §§1 (Definitions), 12 (Contributions).

⁷ Amended Agreement §13.

⁸ Amended Agreement §15; Government Code §6500 et seq.

⁹ Amended Agreement §16; Government Code §§6505.5, 6509.5.

-
- The Amended Agreement enumerates the Treasurer's duties, which are substantively similar to those duties enumerated in the 2002 Agreement. However, the Amended Agreement reflects the updated state law requirements.
 - The Amended Agreement, like the 2002 Agreement, requires the Treasurer to arrange for independent audits, but the Amended Agreement refers to current state law on this issue. There is no substantive change in the enumerated duties of the auditor between the Amended Agreement and the 2002 Agreement.
 - The Amended Agreement, like the 2002 Agreement, provides for California law as the law applicable to the agreement and for the County of Riverside to be the venue for any lawsuit arising out of the agreement.

Fiscal Impact

There will be no fiscal impact in the City since the contributions formulas have not changed. However, with respect to those jurisdictions that provide incentive TOT rebates, the amounts of the TOT rebates will not be included in the gross TOT receipts that the contribution percentage is based upon.

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EXHIBIT A

Proposed Resolution Approving the Amended and
Restated Joint Powers Agreement

RESOLUTION NO. 2015- _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
MIRAGE APPROVING THE GREATER PALM SPRINGS CONVENTION &
VISITORS BUREAU (CVB) AMENDED AND RESTATED JOINT POWERS
AGREEMENT**

WHEREAS, the Greater Palm Springs Convention & Visitors Bureau ("CVB") is a joint powers authority operating under the Joint Exercise of Powers Act (California Government Code Section 6500 et seq.), located in the County of Riverside, State of California; and

WHEREAS, the CVB was formed in 1989 and the operative legal document governing the CVB as a joint powers authority is the Joint Powers Agreement, originally executed in 1989 and subsequently amended on multiple occasions, most recently on or about June 18, 2002 ("2002 Agreement"); and

WHEREAS, the purpose of the CVB, as set forth in the CVB Joint Powers Agreement, is to jointly encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley and to attract visitors from national and international markets, all to the benefit of the member organizations and their constituents via the exercise of all the expressed and implied powers the CVB members have in common; and

WHEREAS, in order to remain current with applicable law and to maximize the CVB's ability to encourage, promote, and enhance all aspects of the hospitality, convention and tourism industry throughout all parts of the Coachella Valley, to the benefit of the member organizations and their citizens, the CVB's Executive Committee has approved the attached Amended and Restated Joint Powers Agreement ("Amended Agreement"); and

WHEREAS, the Amended Agreement reflects current law and makes changes to the 2002 Agreement as recommended by the Hospitality Industry and Business Council (now known as the Board of Directors), the CVB's CEO/President and the CVB's General Legal Counsel; and

WHEREAS, the draft of the Amended Agreement was circulated for review and input to members of the Technical Advisory

Committee ("TAC") which consists of all the CVB members' city managers and an executive officer of the County and several meetings were also held with several CVB members' staff members for their respective input; and

WHEREAS, after extensive review and input from all interested parties, the attached draft was presented to the CVB Executive Committee for its consideration and was adopted and approved by the CVB Executive Committee on March 20, 2015.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO MIRAGE DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals

That the recitals set forth hereinabove are true and correct.

Section 2. Approval

That the City Council hereby approves the Greater Palm Springs Convention & Visitors Bureau (CVB) Amended and Restated Joint Powers Agreement as attached hereto.

Section 3. Severability.

That should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

Section 4. Repeal of Conflicting Provisions.

That all the provisions heretofore adopted by the Planning Commission that are in conflict with the provisions of this Resolution are hereby repealed.

Section 5. Effective Date.

That this Resolution shall take effect upon its adoption.

Section 6. Certification.

That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED AND APPROVED on this ____ day of May, 2015.

G. Dana Hobart, Mayor

ATTEST:

Cindy Scott, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City
Attorney

ATTACHMENT

Amended and Restated Joint Powers
Agreement

Greater Palm Springs Convention & Visitors Bureau

JOINT POWERS AGREEMENT
("Amended and Restated Agreement")

A California Joint Powers Authority
Created Pursuant to California Government Code Section 6500, et seq.

DATE

Table of Contents

[TO BE COMPLETED UPON ADOPTION]

This Joint Powers Agreement is entered hereto by and between the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage, each an independent municipal corporation located in the County of Riverside, State of California, the County of Riverside, a political subdivision of the State of California, pursuant to the Joint Exercise of Powers Act, as set forth in section 6500, et seq. of the California Government Code. ("Agreement"). The parties to this Agreement are individually referred to herein as "CVB Member" and collectively as "CVB Members."

RECITALS

WHEREAS, pursuant to the Joint Exercise of Powers Act, if authorized by their legislative or other governing bodies, two or more public agencies which include, but are not limited to, a county or city, may jointly exercise any power common to the contracting parties via a Joint Powers Agreement creating a Joint Powers Authority ("JPA"); and

WHEREAS, the CVB Members entered into the original joint powers agreement on February 8, 1989, for the purpose to jointly encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley and to attract visitors from a world-wide market, all to the benefit of the member organizations and their citizens via the exercise of all the expressed and implied powers the CVB Members have in common; and

WHEREAS, it is intended by the CVB Members that this Agreement shall be amendatory of the original joint powers agreement dated February 8, 1989, including any subsequent amendments ("Initial Agreement"), and shall restate, amend and supersede the Initial Agreement in its entirety as of the Effective Date; and

WHEREAS, the CVB Members, consisting of the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage and the County of Riverside have consented to renaming the JPA to the "Greater Palm Springs Convention & Visitors Bureau" ("CVB") for all purposes.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, and intending to be legally bound hereby, the CVB Members hereby covenant and agree as follows:

AGREEMENT

Section 1. Definitions

The following words, terms and phrases shall have the following meanings:

"Advisory Board" shall mean the board appointed by the JPA Executive Committee for the purposes described in paragraph (c) of Section 10.

“Additional Members” shall mean qualified organizations that may be added as members of CVB as described in Section 8.

“Convention Hotel” shall mean a hotel with 50 rooms or greater that provides facilities and services designed to host meetings or gatherings within or upon the same premises of the hotel or within a facility (for example: convention centers, auditoriums, outdoor venues, etc.) that is in close proximity of the hotel.

“CVB Fiscal Year” shall mean the period commencing July 1 of every year and ending June 30 of the following calendar year.

“CVB Member” shall mean an organization that is party to this Agreement.

“CVB Members” shall mean, collectively, the organizations that have entered into this Agreement.

“CVB Member Contributions” shall mean the annual contribution amounts duly established pursuant to Section 12.

“Greater Palm Springs Convention & Visitors Bureau” or “CVB” shall mean the Joint Powers Authority formed by the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage and the County of Riverside.

“Lodging Establishments,” as referenced in Section 10, Paragraph C, shall mean any structure, which is occupied or intended or designed for use or occupancy by transients, including but not limited to hotel, resort, motel, inn and individually owned structures; single family homes, duplexes, triplexes, mobile homes, or any private dwelling utilized for short term rental and subject to local transient occupancy tax.

“Joint Exercise of Powers Act” shall mean California Government Code sections 6500-6536.

“JPA Executive Committee” shall mean the CVB’s governing body formed for the purposes and having the powers and duties set forth in Section 10.

A “Non-Convention Hotel” shall mean any structure, with the exception of the previously defined “Convention Hotels,” or any portion of any structure which is occupied or intended or designed for use or occupancy by transients including, but not limited to, dwelling, lodging or sleeping purposes and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, campground, mobile home or house trailer at a fixed location, or other like structure or portion thereof. Non-Convention Hotel includes a recreational vehicle, as defined in Cal. Health & Safety Code § 18010 and campgrounds.

“Partner” shall mean a non-governmental entity whose business and activities are directly related to the convention or tourism industry and the purposes of this Agreement.

“President and Chief Executive Officer” shall mean the individual employed by CVB, who is responsible for professionally supervising, managing and administering CVB’s day-to-day affairs as described in paragraph (e) of Section 10 and elsewhere in this Agreement.

“Technical Advisory Committee” shall mean the committee which may be appointed by a majority vote of CVB’s JPA Executive Committee for the purposes described in paragraph (d) of Section 10.

“Treasurer” shall mean the individual appointed by CVB’s JPA Executive Committee to serve the functions described at Section 19 and may be the same individual appointed as Auditor.

Section 2. Incorporation of Recitals

The foregoing recitals are incorporated into this Agreement by this reference as though fully set forth herein.

Section 3. Purpose

The purpose of this Agreement is to form a joint powers authority to jointly encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley and to attract visitors from national and international markets, all to the benefit of the CVB Members and their constituents.

Section 4. Name

The name of the JPA shall be the “Greater Palm Springs Convention & Visitors Bureau” (“CVB”) or such other name that may be changed at any time by a resolution approved and adopted by a two-thirds vote of the entire JPA Executive Committee.

Section 5. Initial Agreement Superseded – Effective Date

It is intended by the CVB Members that this Agreement shall be amendatory of the Initial Agreement and shall restate, amend and supersede the Initial Agreement. Upon its Effective Date, this Agreement shall govern the relationship of the CVB Members. This Agreement shall become effective on the date this Agreement is approved by a two-thirds vote of the entire membership of the JPA Executive Committee and a two-thirds vote of the CVB Members’ legislative bodies (“Effective Date”).

Section 6. Termination

(a) This Agreement may be terminated by unanimous vote of all the CVB Members’ legislative bodies provided, however, the foregoing shall not be construed as limiting the rights of a CVB Member to withdraw its membership in the JPA, and thus terminate this Agreement with respect to such withdrawing CVB Member as described in Section 13; and

(b) Pursuant to section 6512 of the Government Code, upon termination of this Agreement and dissolution of the JPA, any surplus money on hand with the JPA shall be returned to the CVB Members' treasuries in proportion to the CVB Member Contributions made by the respective CVB Member to the JPA.

Section 7. CVB Members

The members of the JPA shall consist of the parties to this Agreement which include the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage and the County of Riverside.

Section 8. Additional Members

Additional CVB Members that qualify to join a joint powers authority under the Joint Exercise of Powers Act may be added as CVB Members at any time by a two-thirds vote of the of the entire JPA Executive Committee and a unanimous vote of the CVB Members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other applicable laws.

Section 9. Governing Body

(a) The governing body of the JPA shall be known as the JPA Executive Committee and it shall be comprised of: (i) a duly elected or appointed council member of each city CVB Member; and (ii) a member of the Riverside County Board of Supervisors.

(b) Only those members of the JPA Executive Committee, whose agencies pay the CVB Member Contributions, as set forth in this Agreement, shall be entitled to vote.

Section 10. JPA Executive Committee – Powers and Duties

The JPA Executive Committee, consistent with this Agreement and all applicable laws, shall exercise all the powers and perform all duties necessary to conduct the business of the JPA, either directly or by delegation of its authority, as the JPA Executive Committee deems appropriate, which shall include but not be limited to the following:

(a) Adopt bylaws or rules of procedure to provide for the organization and administration of the JPA, as the JPA Executive Committee deems appropriate by a majority vote of the JPA Executive Committee;

(b) Approve and adopt a budget for the JPA prior to the commencement of the JPA's subsequent fiscal year, the term of which shall be set by a majority vote of the JPA Executive Committee;

(c) Appoint an advisory board consisting of any number of persons associated with the local hospitality industry, which may include, but not be limited to, those who own, manage, govern or serve in senior staff positions for Lodging Establishments or businesses, eateries,

public and private regional sports facilities, public and private museums, public and private convention and conference facilities, commercial air transport facilities, commercial ground transportation businesses, plus any other persons from any other industry deemed appropriate by the JPA Executive Committee;

(d) Appoint from time to time, if deemed necessary by a majority vote of the JPA Executive Committee, a Technical Advisory Committee (TAC) consisting of a staff member employed by each CVB Member as designated by the respective JPA Executive Committee member, for purposes of advising the JPA Executive Committee on any technical issues of the JPA that the JPA Executive Committee may need advice on;

(e) Employ an individual who shall serve as the President and Chief Executive Officer of the JPA, who shall be responsible for professionally supervising, managing and administering the day-to-day affairs of the JPA, hire and fire JPA employees, retain consultants and independent contractors and perform such other functions as the JPA Executive Committee may designate;

(f) Retain an individual licensed to practice law in the State of California who shall serve as General Legal Counsel for the JPA and who shall assist the JPA with any legal assistance as may be requested by the JPA Executive Committee or President/Chief Executive Officer or their authorized designees; and

(g) Create any committees, sub-committees, advisory committees and advisory boards, as deemed necessary by a majority vote of the JPA Executive Committee, to advance and/or achieve the purposes set forth in this Agreement.

(h) Pursuant to Section 6509 of the Government Code, the powers set forth in this Agreement shall be subject to the restrictions upon the manner of exercising such similar powers as are imposed on the City of Rancho Mirage in the exercise of similar powers.

Section 11. Territorial Boundaries

The JPA's territorial boundaries include the lands situated within the unincorporated areas of the Coachella Valley situated in the County of Riverside and the lands situated within the jurisdictional boundaries of the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Springs, Palm Desert and Rancho Mirage, as depicted in Exhibit A of this Agreement. The territorial boundaries of the CVB may only be changed by a two-thirds vote of the JPA Executive Committee and a unanimous vote of the CVB Members' legislative bodies.

Section 12. Contributions

(a) Each CVB Member shall pay to the JPA the applicable contribution amounts as set forth in the formula below, which may only be modified by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the CVB Members' legislative bodies. The provisions of this section may only be changed or amended with a unanimous vote of the JPA Executive Committee and a unanimous vote of the CVB Members' legislative bodies.

A contribution from each of the CVB Members is a funding mechanism equal to:
.0015 x Gross Room Rental Revenue for Non-Convention Hotels and
.0035 x Gross Room Rental Revenue for Convention Hotels

(b) The Gross Hotel Room Rental Revenue described herein shall not include any transient occupancy tax rebate incentives provided by the CVB Members.

Section 13. Withdrawal

Any Party may withdraw as a CVB Member and the obligations under this Agreement subject to the following conditions:

(a) The withdrawing CVB Member's legislative body submits a duly adopted resolution to the JPA Executive Committee providing Notice of Withdrawal.

(b) The effective date of withdrawal shall always be the last day of the CVB's Fiscal Year.

(c) All CVB Member Contributions must be paid in full by the withdrawing CVB Member through the end of the current CVB Fiscal Year of the year when the withdrawing CVB Member provides its Notice of Withdrawal as well as the following CVB Fiscal Year.

(d) After giving notice of withdrawal, a withdrawing CVB Member shall not have voting privileges on the JPA Executive Committee except for operating budget items through the effective date of withdrawal.

(e) A withdrawing CVB Member may again become a party to this Agreement on condition that it pays to the treasury of the CVB an amount equal to all CVB Member Contributions which the withdrawing CVB Member would have been required to pay if it had not withdrawn from participation.

(f) Partners within the territorial boundaries of the CVB may remain active Partners as long as their respective government entity is a CVB Member and during the period of their CVB Member's withdrawal from the Joint Powers Agreement.

Section 14. Separate Entity

Pursuant to section 6507 of the Government Code, this JPA shall at all times be an independent public entity separate from the parties to this Agreement, and the debts, liabilities and obligations of the JPA shall be its sole responsibility and shall not become the debts, liabilities, or obligations of any one CVB Member except that any CVB Member may separately contract for, or assume responsibility for specific debts, liabilities, or obligations of the JPA.

Section 15. Powers of the JPA

Pursuant to the Joint Exercise of Powers Act, as set forth in section 6500, et seq. of the California Government Code, this JPA shall have the authority to exercise any power common to the contracting parties, including without limitation any of the following:

- (a) The power to make, enter into and perform all necessary contracts;
- (b) The power to engage necessary employees, to define their qualifications and duties and to provide a schedule of compensation for performance of their duties;
- (c) The power to retain agents, independent contractors and consultants, including without limitation the power to engage legal counsel and other professional services;
- (d) The power to acquire, construct, manage, maintain or operate any building, works or improvements;
- (e) The power to acquire by purchase, grant, gift, lease or other lawful means any real property or any personal property that may be necessary or proper to carry out the purposes and intent of the JPA;
- (f) The power to hold any real property or any personal property that may be necessary or proper to carry out the purposes and intent of the JPA;
- (g) The power to sell, lease or otherwise dispose of any real or personal property including exchanging equivalent properties if it is deemed to be in the best interests of the JPA;
- (h) The power to donate any surplus real or personal property to any public agency or nonprofit organization;
- (i) The power to incur debts, liabilities or obligations, including without limitation the power to borrow money, give security therefore, and purchase on contract;
- (j) The power to raise revenue for any public purpose consistent with the JPA's purposes, as set forth in this Agreement, through any legal and appropriate means other than levying a tax or assessment beyond the scope of those assessments which may be established and levied pursuant to the Parking and Business Improvement Area Law of 1989, Streets &

Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq;

(k) The power to form, renew, and modify improvement districts including all Lodging Establishments, as defined in Section 1, pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., which authorizes joint powers agencies to establish parking and business improvement areas and property and business improvement districts for the purpose of tourism promotion. Approval of this agreement by the CVB Members constitutes consent: (i) to the formation of the Greater Palm Springs Convention & Visitors Bureau Tourism Marketing District adopted pursuant to Ordinance No. 2013-001, including all proceedings and actions previously taken by the CVB in connection with formation of the said district ("2013 TMD"); (ii) to form an improvement district not to exceed an assessment rate of one percent (1%) on Lodging Establishments not currently being assessed under the 2013 TMD or the Palm Springs Desert Resort Communities Tourism Business Improvement District established by Ordinance No. 883 of the County of Riverside ("Tourism BID"); and (iii) to consolidate the 2013 TMD and Tourism BID as long as the overall assessment rate does not exceed three percent (3%) on the entities currently being assessed therein;

(l) The power to adopt rules, regulations, resolutions and ordinances that may be necessary or proper to carry out the purposes and intent of the JPA;

(m) The power to enforce rules, regulations, resolutions and ordinances for the administration, maintenance and operation of the JPA;

(n) The power to enter into joint powers agreements pursuant to the Joint Exercise of Powers Act, as set forth in section 6500, et seq. of the Government Code;

(o) The power to provide insurance pursuant to section 989 of the Government Code, et seq.;

(p) The power to sue and be sued in the name of the JPA;

(q) The power to conduct certain activities of the JPA in any state or territory of the United States of America or in any foreign country, related to promoting and marketing all aspects of the hospitality, convention and tourism industry in the Coachella Valley for the purpose of attracting visitors from national and international markets, as permitted pursuant to Government Code section 37110;

(r) The power to travel domestically and internationally that is necessary or proper to carrying out the purposes and intent of the JPA;

(s) The power to provide staff and resource support, financial assistance and subsidies to other public agencies, non-profit organizations and the private sector for purposes consistent with the purpose and intent of the JPA;

- (t) The power to lobby on behalf of travel and tourism;
- (u) The power to form a non-profit corporation or other affiliated non-profit entities for the purpose of promoting and enhancing all aspects of the hospitality, convention and tourism industry; and
- (v) The power to take any and all actions necessary for, or incidental to, the powers expressed or implied by this Agreement and all applicable laws.

Section 16. Power to Invest

Pursuant to Government Code section 6509.5, the JPA shall have the power to invest any money in its treasury pursuant to the provisions set forth in Government Code section 6505.5 that is not required for the immediate necessities of the JPA, as the JPA may determine from time to time is advisable, in the same manner and upon the same conditions as local agencies pursuant to Government Code section 53601.

Section 17. Bonding

Pursuant to Government Code section 6505.1, individuals occupying the following positions shall file an official bond in an amount deemed sufficient by the JPA Executive Committee:

- (a) President/Chief Executive Officer;
- (b) Director of Finance; and
- (c) Treasurer.

Section 18. Treasurer and Auditor – Designations

Pursuant to Government Code section 6505.6, the JPA Executive Committee shall designate by resolution an officer or employee of the JPA to fill the functions of Treasurer and Auditor of the JPA, and the JPA Executive Committee may appoint one qualified person to serve as both Treasurer and Auditor or two qualified persons to serve as each separately.

Section 19. Treasurer – Duties and Responsibilities

Pursuant to section 6505.5 Government Code, the Treasurer shall do all of the following:

- (a) Receive and receipt (account) for all money of the JPA and place it in the treasury of the Treasurer so designated to the credit of the JPA;
- (b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all JPA money so held by the Treasurer;

(c) Pay, when due, out of money of the JPA held by the Treasurer, all sums payable on outstanding bonds and coupons of the JPA;

(d) Pay any other sums due from the JPA from JPA money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by this Agreement; and

(e) Verify and report in writing on the first day of July, October, January and April of each year to the President/Chief Executive Officer, the JPA Executive Committee and to all Parties the amount of money the Treasurer holds for the JPA, the amount of receipts since the Treasurer's last report, and the amount paid out since the Treasurer's last report.

Section 20. Independent Audit

Pursuant to section 6505.6 of the Government Code, the Treasurer shall cause an independent audit to be made by a certified public accountant or public accountant, in compliance with section 6505 of the Government Code.

Section 21. Auditor's Duties

The Auditor shall perform the following duties:

(a) Review and recommend to the JPA Executive Committee accounting procedures and policies governing the JPA;

(b) Review and approve all demands listed on the Warrant Registers prior to submittal to the JPA Executive Committee;

(c) Review payroll registers at least monthly;

(d) Review all financial reports being submitted to the JPA Executive Committee and make the JPA Executive Committee aware of any discrepancies or potential problems in the reports;

(e) Review investments made by the President or Treasurer;

(f) Review the audit report prepared by a Certified Public Accounting firm prior to finalization of the report and submittal to the JPA Executive Committee; and

(g) Assist staff in the selection of the Certified Public Accounting firm.

Section 22. Severability

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, if any, of

this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

Section 23. Waiver

All waivers must be in writing to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action.

Section 24. Amendments

This Agreement may be amended from time to time by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the CVB Members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other applicable laws.

Section 25. Ambiguities or Uncertainties

The CVB Members have mutually negotiated the terms and conditions of this Agreement and each CVB Member received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions contained herein. As such, this Agreement is a product of the joint drafting efforts of all CVB Members and none of the CVB Members shall be deemed to have solely or independently prepared or framed this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of any CVB Member.

Section 26. Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 27. Venue

In the event that suit is brought by any party to this Agreement, the parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

Section 28. Notices

Any notice or communication required hereunder between the JPA and the CVB Members shall be in writing, and may be given either personally or by registered mail, return-receipt requested. Notice, whether given by registered mail or personal delivery, shall be deemed to have been given and received on the actual receipt by any of the addresses designated below as the party to whom notices are to be sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address

to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

City of Cathedral City 68700 Avenida Lalo Guerrero Cathedral City, CA 92234 Attention: City Manager	City of Desert Hot Springs 11711 West Drive Desert Hot Springs, CA 92240 Attention: City Manager
City of Indian Wells 44950 El Dorado Indian Wells, CA 92210 Attention: City Manager	City of Indio 100 Civic Center Mall Indio, CA 92201 Attention: City Manager
City of La Quinta 8495 Calle Tampico La Quinta, CA 92253 Attention: City Manager	City of Palm Desert 73510 Fred Waring Drive Palm Desert, CA 92260 Attention: City Manager
City of Palm Springs 3200 East Tahquitz Canyon Way Palm Springs, CA 92262 Attention: City Manager	City of Rancho Mirage 69-825 Highway 111 Rancho Mirage, CA 92270 Attention: City Manager
County of Riverside County Administration Center 4080 Lemon Street Riverside, California 92501 Attention: County Clerk	

Section 29. Counterparts

This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

Section 30. Privileges and Immunities

Pursuant to section 6513 of the Government Code, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any the Parties when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties performed extraterritorially under the provisions of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the CVB Members have each executed this Agreement.

CITY OF CATHEDRAL CITY _____ Stan Henry, Mayor _____ Charles McClendon, City Manager ATTEST: _____ Gary F. Howell, City Clerk APPROVED AS TO FORM: _____ Charles R. Green, City Attorney	CITY OF DESERT HOT SPRINGS _____ Adam Sanchez Jr., Mayor _____ Martin Magana, City Manager ATTEST: _____ Jerryl Soriano, City Clerk APPROVED AS TO FORM: _____ Steven B. Quintanilla, City Attorney
CITY OF INDIAN WELLS _____ Ty Peabody, Mayor _____ Wade McKinney, City Manager ATTEST: _____ Anna Grandys, City Clerk APPROVED AS TO FORM: _____ Stephen P. Deitsch, City Attorney	CITY OF INDIO _____ Lupe Ramos Watson, Mayor _____ Dan Martinez, City Manager ATTEST: _____ Cynthia Hernandez, City Clerk APPROVED AS TO FORM: _____ Roxanne Diaz, City Attorney

<p>CITY OF LA QUINTA</p> <hr/> <p>Linda Evans, Mayor</p> <hr/> <p>Frank J. Spevacek, City Manager</p> <p>ATTEST:</p> <hr/> <p>Susan Maysels, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>M. Katherine Jenson, City Attorney</p>	<p>CITY OF PALM DESERT</p> <hr/> <p>Susan Marie Weber, Mayor</p> <hr/> <p>John M. Wohlmuth, City Manager</p> <p>ATTEST:</p> <hr/> <p>Rachelle D. Klassen, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>David J. Erwin, City Attorney</p>
<p>CITY OF PALM SPRINGS</p> <hr/> <p>Stephen Pougnnet, Mayor</p> <hr/> <p>David H. Ready, City Manager</p> <p>ATTEST:</p> <hr/> <p>James Thompson, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Douglas Holland, City Attorney</p>	<p>CITY OF RANCHO MIRAGE</p> <hr/> <p>Iris Smotrich, Mayor</p> <hr/> <p>Randal Bynder, City Manager</p> <p>ATTEST:</p> <hr/> <p>Cynthia Scott, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Steven B. Quintanilla, City Attorney</p>

COUNTY OF RIVERSIDE

Marion Ashley, Chairman

Jay Orr, County Executive Officer

ATTEST:

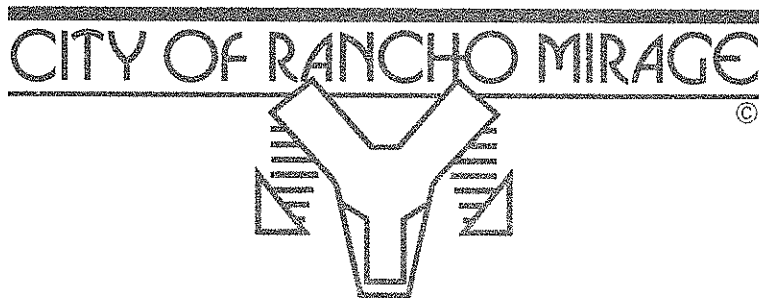
Kecia Harper-Ihem, Clerk of the Board

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

EXHIBIT A
TERRITORIAL BOUNDARIES

DRAFT



We hereby accept as filed checks numbered 198116 thru V100593 in the amount of:

City Funds \$ 2,414,428.51

ordered paid as stated below.

Date: May 21, 2015

Mayor

DEMANDS\GEN

ADMINISTRATION	DEVELOPMENT SERVICES	FINANCE	HOUSING	PUBLIC LIBRARY	PUBLIC WORKS
Tel. 1.760.324.4511	Tel. 1.760.324.4511	Tel. 1.760.770.3207	Tel. 1.760.770.3210	Tel. 1.760.341.7323	Tel. 1.760.770.3224
Fax. 1.760.324.8830	Fax. 1.760.202.4792	Fax. 1.760.324.0528	Fax. 1.760.324.1617	Fax. 1.760.341.5213	Fax. 1.760.770.3261

RANCHO MIRAGE
4/25/15 TO 5/8/15
CHECK REGISTER

<u>CHECK</u>	<u>DATE</u>	<u>VENDOR</u>		<u>DIVISION</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
198116	05/01/2015	ADVANCED GOLF CARS	702 2469	CUSTOMER DEPOSIT FUND	RACE TO BE READY	GOLFCRT RNTL-RACE2B READY TOTAL CHECK	387.40 387.40
198117	05/01/2015	ALBERT A WEBB & ASSOCIATES	9101 90379	CAPITAL IMPROVE FUND BAL *PE 3/28/15	BOB HOPE/FRNK INTER IMPV	DESIGN SERVICES - BOB HOPE INTERSECTION* TOTAL CHECK	11,284.05 11,284.05
198118	05/01/2015	AMAZON.COM	7100 7875	SPECIAL PROGRAMS	CULTURAL SPECIAL EVENTS	CRACKER JACKS	114.36
198118	05/01/2015	AMAZON.COM	7100 7875	SPECIAL PROGRAMS	CULTURAL SPECIAL EVENTS	CRACKER JACKS TOTAL CHECK	211.12 325.48
198119	05/01/2015	AMERICAN FORENSIC NURSES LLC	4100 7400	PUBLIC SAFETY	PROFESSIONAL/TECHNICAL	DUI TESTING 3/31/15 TOTAL CHECK	160.00 160.00
198120	05/01/2015	ANIMAL PEST MANAGEMENT SERVICES INC	1300 7400	CITY MANAGER	PROFESSIONAL/TECHNICAL	PRO SERVICES 3/24/15 TOTAL CHECK	2,500.00 2,500.00
198122	05/01/2015	BEST SIGNS INCORPORATED	2300 7842	CODE COMPLIANCE	ADVERTISING/PUBLISHING	VEH ADVERTISEMENT	288.85
198122	05/01/2015	BEST SIGNS INCORPORATED	2300 7842	CODE COMPLIANCE	ADVERTISING/PUBLISHING	VEH ADVERTISEMENT TOTAL CHECK	337.90 626.75
198124	05/01/2015	BSOCIAL MEDIA MANAGEMENT	7300 7475	TOURISM & MARKETING	SHOP & DINE IN RM	RMRA SCL MEDIA PROMO 5/15 TOTAL CHECK	2,553.00 2,553.00
198125	05/01/2015	STEVEN M. BUCHANAN	5100 7200	GENERAL GOVERNMENT	GROUP INSURANCE-MEDICAL	REIMBURSE MEDICAL 5/15 TOTAL CHECK	1,133.90 1,133.90
198126	05/01/2015	BUZZ FACTORY	7300 7478	TOURISM & MARKETING	MARKETING PROGRAM	STATE OF THE CITY PGM TOTAL CHECK	431.25 431.25
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	2180 7200	PARKLAND OPERATING	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	5.49
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	2180 7200	PARKLAND OPERATING	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	118.88
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	2180 7200	PARKLAND OPERATING	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	118.88
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	2180 7200	PARKLAND OPERATING	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	178.32
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	2180 7200	PARKLAND OPERATING	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	227.73
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	5100 7400	GENERAL GOVERNMENT	PROFESSIONAL/TECHNICAL	ADMIN FEE 5/15	390.33

RANCHO MIRAGE
4/25/15 TO 5/8/15
CHECK REGISTER

CHECK	DATE	VENDOR		DIVISION	ACCOUNT	DESCRIPTION	AMOUNT
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	2180 7200	PARKLAND OPERATING	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	594.40
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	5100 7200	GENERAL GOVERNMENT	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	988.20
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	224 7200	GAS TAX FUND	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	1,556.52
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	1100 7200	CITY COUNCIL	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	2,531.71
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	1200 7200	CITY CLERK	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	2,972.00
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	1700 7200	INFORMATION SERVICES	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	3,066.91
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	1300 7200	CITY MANAGER	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	3,090.88
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	7400 7200	ECONOMIC DEVELOPMENT	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	3,101.96
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	7300 7200	TOURISM & MARKETING	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	3,328.64
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	2200 7200	BUILDING & SAFETY	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	3,897.24
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	2300 7200	CODE COMPLIANCE	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	6,029.18
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	2100 7200	PLANNING	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	6,058.51
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	3200 7200	STREET MAINTENANCE	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	6,776.16
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	3300 7200	FACILITIES & FLEET MAINT	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	7,579.12
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	1500 7200	ADMINISTRATION	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	7,854.60
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	1600 7200	FINANCE	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	8,863.50
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	3100 7200	ENGINEERING	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	11,293.60
						TOTAL CHECK	80,622.76
198129	05/01/2015	CCF PCG LAS PALMAS, LLC	4100 7823	PUBLIC SAFETY	SHERIFF SUBSTATION	SHERIFF SUB STATN 5/15	567.00
						TOTAL CHECK	567.00
198130	05/01/2015	JEFFREY CHERRY	5100 7200	GENERAL GOVERNMENT	GROUP INSURANCE-MEDICAL	REIMBURSE MEDICAL 5/15	1,133.90
						TOTAL CHECK	1,133.90
198131	05/01/2015	COACHELLA VALLEY WATER DISTRICT	9101 R90471	CAPITAL IMPROVE FUND BAL	RMC PARK EXPANSION	SERVICE PE 4/17/15	32.76
198131	05/01/2015	COACHELLA VALLEY WATER DISTRICT	9101 R90471	CAPITAL IMPROVE FUND BAL	RMC PARK EXPANSION	SERVICE PE 4/15/15	70.09
198131	05/01/2015	COACHELLA VALLEY WATER DISTRICT	3200 7606	STREET MAINTENANCE	WATER	SERVICE PE 4/15/15	125.00
198131	05/01/2015	COACHELLA VALLEY WATER DISTRICT	3200 7606	STREET MAINTENANCE	WATER	SERVICE PE 4/15/15	269.90
						TOTAL CHECK	497.75
198132	05/01/2015	CONSERVE LANDCARE INC	2180 7612	PARKLAND OPERATING	MAINTENANCE	TRIMM TREE - WOLF PK 4/4	360.00
198132	05/01/2015	CONSERVE LANDCARE INC	201 7612	CITYWIDE LANDSCAPING	MAINTENANCE	RMV AGAVES-FS MEDIAN 3/12	3,150.00
						TOTAL CHECK	3,510.00
198133	05/01/2015	CORELOGIC INFORMATION SOLUTIONS INC	2300 7400	CODE COMPLIANCE	PROFESSIONAL/TECHNICAL	REALQUEST PROP SVC 3/15	150.00
						TOTAL CHECK	150.00

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198134	05/01/2015	DATA TICKET INC	2300 7400	CODE COMPLIANCE	PROFESSIONAL/TECHNICAL	CITATION SVCS 2/15	5.00
198134	05/01/2015	DATA TICKET INC	2300 7400	CODE COMPLIANCE	PROFESSIONAL/TECHNICAL	CITATION SVCS 3/15	95.00
						TOTAL CHECK	100.00
198135	05/01/2015	DEPARTMENT OF JUSTICE	4100 7400	PUBLIC SAFETY	PROFESSIONAL/TECHNICAL	DUI TESTING 3/15	105.00
						TOTAL CHECK	105.00
198136	05/01/2015	DISPLAY SALES	3300 8004	FACILITIES & FLEET MAINT	REPAIR & MAINT SUPPLIES	US & STATE FLAGS	206.41
198136	05/01/2015	DISPLAY SALES	215 8004	FIRE TAX FUND	REPAIR & MAINT SUPPLIES	US & STATE FLAGS	206.42
						TOTAL CHECK	412.83
198138	05/01/2015	ELI'S PAINTING	2180 7612	PARKLAND OPERATING	MAINTENANCE	EXT PAINT - WOLF PK 4/15	2,400.00
						TOTAL CHECK	2,400.00
198139	05/01/2015	FEDERAL EXPRESS CORPORATION	3100 8000	ENGINEERING	SUPPLIES	EXPRESS MAIL 1/27/15	20.96
198139	05/01/2015	FEDERAL EXPRESS CORPORATION	3100 8000	ENGINEERING	SUPPLIES	EXP MAIL - CALTRANS	21.93
						TOTAL CHECK	42.89
198144	05/01/2015	HDS WHITE CAP CONSTRUCTION SUPPLY	3300 8004	FACILITIES & FLEET MAINT	REPAIR & MAINT SUPPLIES	PAINT-RPR DIG ALERTS	62.73
						TOTAL CHECK	62.73
198148	05/01/2015	INLAND ELECTRIC	3300 7612	FACILITIES & FLEET MAINT	MAINTENANCE	RE-WIRE LIGHT SNSR-CH	1,395.00
198148	05/01/2015	INLAND ELECTRIC	9101 90518	CAPITAL IMPROVE FUND BAL	LIBRARY SPACE PLANNING	KITCHEN ELECTRICAL	2,673.88
						TOTAL CHECK	4,068.88
198149	05/01/2015	JEFFREY A. FOWLER	2180 7612	PARKLAND OPERATING	MAINTENANCE	DEPOSIT-RPR/RSTR SCULPTR	800.00
						TOTAL CHECK	800.00
198150	05/01/2015	JENSENS MINUTE SHOPPE	2100 7806	PLANNING	MEETINGS/TRAINING/TRAVEL	REFRESH - ARB MTG 4/27/15	79.80
						TOTAL CHECK	79.80
198153	05/01/2015	JUSTIN RUBERG	3200 7818	STREET MAINTENANCE	DUES & SUBSCRIPTIONS	IMSA MEMBER DUES	85.00
198153	05/01/2015	JUSTIN RUBERG	3200 8020	STREET MAINTENANCE	UNIFORMS	WORK BOOTS	150.00
						TOTAL CHECK	235.00
198155	05/01/2015	LUCY MEEPOS	5100 7200	GENERAL GOVERNMENT	GROUP INSURANCE-MEDICAL	REIMBURSE MEDICAL 5/15	284.57
						TOTAL CHECK	284.57

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198157	05/01/2015	NOBELL ENERGY SOLUTIONS, LLC	9101 90510	CAPITAL IMPROVE FUND BAL	LIBRARY IMPROVEMENT PRJCT	CONSULTING SERVICES 4/15/15 TOTAL CHECK	51,900.00 51,900.00
198158	05/01/2015	OFFICE DEPOT	5100 8000	GENERAL GOVERNMENT	SUPPLIES	DRY ERASE PENCILS	8.62
198158	05/01/2015	OFFICE DEPOT	7300 8000	TOURISM & MARKETING	SUPPLIES	OFFICE DUSTER	23.80
198158	05/01/2015	OFFICE DEPOT	5100 8000	GENERAL GOVERNMENT	SUPPLIES	PAPER, SIGN HOLDER, CLIPS	156.74
198158	05/01/2015	OFFICE DEPOT	5100 8000	GENERAL GOVERNMENT	SUPPLIES	PAPER, NOTEPAD, PENS TOTAL CHECK	258.32 447.48
198159	05/01/2015	OFFICE TEAM	1700 7444	INFORMATION SERVICES	TEMPORARY AGENCY SERVICES	L. BROCK PE 4/10/15	1,359.99
198159	05/01/2015	OFFICE TEAM	1700 7444	INFORMATION SERVICES	TEMPORARY AGENCY SERVICES	L. BROCK PE 4/17/15 TOTAL CHECK	1,378.62 2,738.61
198162	05/01/2015	PALM SPRINGS AUTO GLASS N TINT	2300 7624	CODE COMPLIANCE	VEHICLE MAINTENANCE	TINT GLASS-CODE TRUCK	159.00
198162	05/01/2015	PALM SPRINGS AUTO GLASS N TINT	2300 7624	CODE COMPLIANCE	VEHICLE MAINTENANCE	TINT GLASS-CODE VEH 2 TOTAL CHECK	239.00 398.00
198164	05/01/2015	PETER ALDANA ASSESSOR	1700 7818	INFORMATION SERVICES	DUES & SUBSCRIPTIONS	ASSESSOR DATA UPDATES TOTAL CHECK	63.75 63.75
198165	05/01/2015	PETES AUTOMOTIVE	3300 7624	FACILITIES & FLEET MAINT	VEHICLE MAINTENANCE	SVC-08 FORD 4/21/15	181.28
198165	05/01/2015	PETES AUTOMOTIVE	3300 7624	FACILITIES & FLEET MAINT	VEHICLE MAINTENANCE	SVC-2000 FORD E150 4/21	197.60
198165	05/01/2015	PETES AUTOMOTIVE	3300 7624	FACILITIES & FLEET MAINT	VEHICLE MAINTENANCE	SVC-08 FORD F350 4/20/15	257.39
198165	05/01/2015	PETES AUTOMOTIVE	3300 7624	FACILITIES & FLEET MAINT	VEHICLE MAINTENANCE	SVC-01 FORD F150 4/22/15 TOTAL CHECK	548.79 1,185.06
198166	05/01/2015	PETROCHEM MANUFACTURING, INC	236 90018	MEASURE A FUND	PAVEMENT REHABILITATION	RUBBRIZED EMULSION SUPPLY	221,307.50
198166	05/01/2015	PETROCHEM MANUFACTURING, INC	236 90018	MEASURE A FUND	PAVEMENT REHABILITATION	RUBBRIZED EMULSION SUPPLY TOTAL CHECK	221,595.43 442,902.93
198167	05/01/2015	PETTY CASH-ANA LEON	4100 7550	PUBLIC SAFETY	CITY-WIDE COPS PROGRAM	COPIES OF KEYS-COPS	3.68
198167	05/01/2015	PETTY CASH-ANA LEON	1500 7806	ADMINISTRATION	MEETINGS/TRAINING/TRAVEL	REFRESH-PERMA TRNG	10.36
198167	05/01/2015	PETTY CASH-ANA LEON	7100 7874	SPECIAL PROGRAMS	SPEAKERS SERIES	PHOTOS-CAPTAIN PHILLIPS	13.82
198167	05/01/2015	PETTY CASH-ANA LEON	1500 7806	ADMINISTRATION	MEETINGS/TRAINING/TRAVEL	MATERIALS-LCW WKSHOP	24.63
198167	05/01/2015	PETTY CASH-ANA LEON	3100 7806	ENGINEERING	MEETINGS/TRAINING/TRAVEL	REF/PW STAFF MTG 3/24/15	25.68

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198167	05/01/2015	PETTY CASH-ANA LEON	1700 8012	INFORMATION SERVICES	SMALL TOOLS, FURN & EQUIP	HDI CONVERTER	32.69
198167	05/01/2015	PETTY CASH-ANA LEON	1500 7800	ADMINISTRATION	MILEAGE	MILEAGE-PARTIDA PE 4/23	44.85
198167	05/01/2015	PETTY CASH-ANA LEON	4100 7550	PUBLIC SAFETY	CITY-WIDE COPS PROGRAM	REFRESH-COPS MTG 3/12/15	45.00
198167	05/01/2015	PETTY CASH-ANA LEON	1500 7800	ADMINISTRATION	MILEAGE	MILEAGE-PARTIDA PE 3/25	48.59
						TOTAL CHECK	249.30
198168	05/01/2015	PFM ASSET MGMT LLC	1600 7400	FINANCE	PROFESSIONAL/TECHNICAL	INVESTMENT SVC 3/15	198.62
198168	05/01/2015	PFM ASSET MGMT LLC	276 7440	RDA RETIRE OBLIGATION	BOND SERVICING	INVESTMENT SVC PE 3/15	1,247.47
198168	05/01/2015	PFM ASSET MGMT LLC	1600 7400	FINANCE	PROFESSIONAL/TECHNICAL	INVESTMENT SVC PE 3/15	5,354.50
						TOTAL CHECK	6,800.59
198170	05/01/2015	POWERS AWARDS	5100 8000	GENERAL GOVERNMENT	SUPPLIES	NAME BADGE - S. JONATHAN	11.34
198170	05/01/2015	POWERS AWARDS	1100 8000	CITY COUNCIL	SUPPLIES	NAME BADGE - HOBART/WEILL	54.78
198170	05/01/2015	POWERS AWARDS	702 2469	CUSTOMER DEPOSIT FUND	RACE TO BE READY	PLAQUE - RACE 2BE READY	190.89
198170	05/01/2015	POWERS AWARDS	7300 7478	TOURISM & MARKETING	MARKETING PROGRAM	CRYSTAL SHOOTING STAR	1,693.44
						TOTAL CHECK	1,950.45
198171	05/01/2015	PATRICK PRATT	5100 7200	GENERAL GOVERNMENT	GROUP INSURANCE-MEDICAL	REIMBURSE MEDICAL 5/15	1,490.54
						TOTAL CHECK	1,490.54
198172	05/01/2015	THE PRINTING PLACE	1100 8000	CITY COUNCIL	SUPPLIES	BUS CARDS - HOBART/WEILL	155.52
198172	05/01/2015	THE PRINTING PLACE	5100 8000	GENERAL GOVERNMENT	SUPPLIES	ADMIN LETTERHEAD	447.12
198172	05/01/2015	THE PRINTING PLACE	5100 8000	GENERAL GOVERNMENT	SUPPLIES	CTY BLNK EMBOSS CARDS	847.80
						TOTAL CHECK	1,450.44
198173	05/01/2015	PRINTS CHARMING COMMUNICATIONS	5100 8000	GENERAL GOVERNMENT	SUPPLIES	LABELS - EMBOSS CITY SEAL	378.00
						TOTAL CHECK	378.00
198175	05/01/2015	PUBLIC ENTITY RISK MANAGEMENT	2180 7250	PARKLAND OPERATING	WORKERS' COMPENSATION	WORKERS COMP QE 6/15	17.88
198175	05/01/2015	PUBLIC ENTITY RISK MANAGEMENT	2180 7250	PARKLAND OPERATING	WORKERS' COMPENSATION	WORKERS COMP QE 6/15	17.88
198175	05/01/2015	PUBLIC ENTITY RISK MANAGEMENT	2180 7250	PARKLAND OPERATING	WORKERS' COMPENSATION	WORKERS COMP QE 6/15	26.83
198175	05/01/2015	PUBLIC ENTITY RISK MANAGEMENT	2180 7250	PARKLAND OPERATING	WORKERS' COMPENSATION	WORKERS COMP QE 6/15	26.83
198175	05/01/2015	PUBLIC ENTITY RISK MANAGEMENT	2180 7250	PARKLAND OPERATING	WORKERS' COMPENSATION	WORKERS COMP QE 6/15	89.42
198175	05/01/2015	PUBLIC ENTITY RISK MANAGEMENT	224 7250	GAS TAX FUND	WORKERS' COMPENSATION	WORKERS COMP QE 6/15	178.61

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198175	05/01/2015	PUBLIC ENTITY RISK MANAGEMENT	5100 7851	GENERAL GOVERNMENT	INSURANCE & BONDS	GEN LIAB CLAIM DEPOSIT	15,000.00
198175	05/01/2015	PUBLIC ENTITY RISK MANAGEMENT	5100 7250	GENERAL GOVERNMENT	WORKERS' COMPENSATION	WORKERS COMP QE 6/15	15,934.08
198175	05/01/2015	PUBLIC ENTITY RISK MANAGEMENT	101 1045	GENERAL FUND	CASH W/ PERMA - WORK COMP	WORKERS COMP QE 6/15	54,140.75
						TOTAL CHECK	85,432.28
198177	05/01/2015	RECY CAL SUPPLY COMPANY	251 7563	AB939 RECYCLING PROGRAMS	SOLID WASTE & RECYCLING	RECYCLE BIN	523.70
						TOTAL CHECK	523.70
198178	05/01/2015	REPLACEMENT BENEFIT FUND	5100 7232	GENERAL GOVERNMENT	PERS REPLACEMENT BENEFIT	REPL BENEFIT FUND-PAT	2,490.57
						TOTAL CHECK	2,490.57
198179	05/01/2015	RIVERSIDE COUNTY SHERIFF'S	4100 7404	PUBLIC SAFETY	SHERIFF SERVICES	LAW ENFORCEMENT PE 3/4/15	474,314.49
						TOTAL CHECK	474,314.49
198180	05/01/2015	JEANETTE SEMAN	5100 7200	GENERAL GOVERNMENT	GROUP INSURANCE-MEDICAL	REIMBURSE MEDICAL 5/15	284.57
						TOTAL CHECK	284.57
198183	05/01/2015	SHRED-IT USA, INC	251 7563	AB939 RECYCLING PROGRAMS	SOLID WASTE & RECYCLING	SERVICE 1/31/15	2,166.75
						TOTAL CHECK	2,166.75
198185	05/01/2015	SOUTHERN CALIFORNIA EDISON COMPANY	201 7603	CITYWIDE LANDSCAPING	ELECTRICITY	SERVICE PE 4/22/15	99.04
198185	05/01/2015	SOUTHERN CALIFORNIA EDISON COMPANY	201 7603	CITYWIDE LANDSCAPING	ELECTRICITY	SERVICE PE 4/21/15	112.01
198185	05/01/2015	SOUTHERN CALIFORNIA EDISON COMPANY	215 7603	FIRE TAX FUND	ELECTRICITY	SERVICE PE 4/20/15	1,169.52
198185	05/01/2015	SOUTHERN CALIFORNIA EDISON COMPANY	201 7603	CITYWIDE LANDSCAPING	ELECTRICITY	SERVICE PE 4/16/15	1,270.36
198185	05/01/2015	SOUTHERN CALIFORNIA EDISON COMPANY	3200 7618	STREET MAINTENANCE	TRAFFIC SIGNAL MAINT/ELEC	SERVICE PE 4/16/15	2,879.68
						TOTAL CHECK	5,530.61
198186	05/01/2015	SOUTHERN CALIFORNIA GAS COMPANY	215 7600	FIRE TAX FUND	NATURAL GAS	SERVICE PE 4/17/15	48.38
198186	05/01/2015	SOUTHERN CALIFORNIA GAS COMPANY	215 7600	FIRE TAX FUND	NATURAL GAS	SERVICE PE 4/20/15	49.25
						TOTAL CHECK	97.63
198187	05/01/2015	SOUTHWEST AQUATICS INC	2180 7612	PARKLAND OPERATING	MAINTENANCE	POND MAINT-WOLFSON PRK	90.00
198187	05/01/2015	SOUTHWEST AQUATICS INC	2180 7612	PARKLAND OPERATING	MAINTENANCE	POND MAINT-CANCER PRK	300.00
						TOTAL CHECK	390.00
198188	05/01/2015	STERLING RIDGE LLC	702 2415	CUSTOMER DEPOSIT FUND	DUST CONTROL DEPOSIT	REFUND GRADING DEPOSIT	19,379.00
						TOTAL CHECK	19,379.00

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198189	05/01/2015	BOB STOVER INC.	356 90471	DEV FEE-PARKS	RMC PARK EXPANSION	INSPECT SVC PE 4/22/15	900.00
198189	05/01/2015	BOB STOVER INC.	3100 7460	ENGINEERING	INSPECTIONS	INSPECT SVC PE 4/27/15	1,020.00
						TOTAL CHECK	1,920.00
198190	05/01/2015	SUNLINE TRANSIT AGENCY	3300 7612	FACILITIES & FLEET MAINT	MAINTENANCE	BUS SHELTER MAINT 3/15	3,310.34
						TOTAL CHECK	3,310.34
198191	05/01/2015	SUPERCO SPECIALTY PRODUCTS	3300 8004	FACILITIES & FLEET MAINT	REPAIR & MAINT SUPPLIES	JANITORIAL SUPPLIES	1,188.42
						TOTAL CHECK	1,188.42
198193	05/01/2015	TERMINIX INTERNATIONAL	215 7612	FIRE TAX FUND	MAINTENANCE	TERMITE RENEWAL 6/15-6/16	465.00
198193	05/01/2015	TERMINIX INTERNATIONAL	3300 7612	FACILITIES & FLEET MAINT	MAINTENANCE	PEST CNTRL PE 4/20/15	59.50
198193	05/01/2015	TERMINIX INTERNATIONAL	3300 7612	FACILITIES & FLEET MAINT	MAINTENANCE	PEST CNTRL PE 4/6/15	59.50
						TOTAL CHECK	584.00
198194	05/01/2015	TIME WARNER CABLE	1700 7826	INFORMATION SERVICES	INTERNET ACCESS & SERVICE	SERVICE PE 1/31/15	4.79
198194	05/01/2015	TIME WARNER CABLE	1700 7602	INFORMATION SERVICES	CABLE	SERVICE PE 2/28/15	4.79
198194	05/01/2015	TIME WARNER CABLE	215 7826	FIRE TAX FUND	INTERNET ACCESS & SERVICE	SERVICE PE 2/28/15	89.95
198194	05/01/2015	TIME WARNER CABLE	215 7826	FIRE TAX FUND	INTERNET ACCESS & SERVICE	SERVICE PE 1/29/15	89.95
198194	05/01/2015	TIME WARNER CABLE	215 7826	FIRE TAX FUND	INTERNET ACCESS & SERVICE	SERVICE PE 3/31/15	269.85
198194	05/01/2015	TIME WARNER CABLE	1700 7826	INFORMATION SERVICES	INTERNET ACCESS & SERVICE	SERVICE PE 1/20/15	2,636.27
198194	05/01/2015	TIME WARNER CABLE	1700 7826	INFORMATION SERVICES	INTERNET ACCESS & SERVICE	SERVICE PE 1/20/15	2,828.86
198194	05/01/2015	TIME WARNER CABLE	215 7602	FIRE TAX FUND	CABLE	SERVICE PE 2/17/15	17.00
198194	05/01/2015	TIME WARNER CABLE	1700 7602	INFORMATION SERVICES	CABLE	SERVICE PE 5/31/15	4.79
198194	05/01/2015	TIME WARNER CABLE	215 7826	FIRE TAX FUND	INTERNET ACCESS & SERVICE	SERVICE PE 5/29/15	274.60
198194	05/01/2015	TIME WARNER CABLE	215 7826	FIRE TAX FUND	INTERNET ACCESS & SERVICE	SERVICE PE 6/30/15	274.60
198194	05/01/2015	TIME WARNER CABLE	1700 7826	INFORMATION SERVICES	INTERNET ACCESS & SERVICE	SERVICE PE 5/20/15	3,027.96
198194	05/01/2015	TIME WARNER CABLE	215 7602	FIRE TAX FUND	CABLE	SERVICE PE 5/17/15	17.00
						TOTAL CHECK	9,540.41
198195	05/01/2015	TOPS N BARRICADES INC	3200 7618	STREET MAINTENANCE	TRAFFIC SIGNAL MAINT/ELEC	TRAFFIC EQUIP RNTL	275.07
						TOTAL CHECK	275.07
198196	05/01/2015	CHARLES TOWNSEND VINCI	5100 7200	GENERAL GOVERNMENT	GROUP INSURANCE-MEDICAL	REIMBURSE MEDICAL 5/15	284.57
						TOTAL CHECK	284.57

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198198	05/01/2015	VCA RANCHO MIRAGE ANIMAL HOSPITAL	2300 7400	CODE COMPLIANCE	PROFESSIONAL/TECHNICAL	ANIMAL SERVICES	130.45
						TOTAL CHECK	130.45
198199	05/01/2015	CURT W. WATTS	5100 7200	GENERAL GOVERNMENT	GROUP INSURANCE-MEDICAL	REIMBURSE MEDICAL 5/15	539.50
						TOTAL CHECK	539.50
198200	05/01/2015	WILLDAN FINANCIAL SERVICES	1600 7400	FINANCE	PROFESSIONAL/TECHNICAL	ANL DIST FEES FY 13/14	1,700.00
198200	05/01/2015	WILLDAN FINANCIAL SERVICES	276 7440	RDA RETIRE OBLIGATION	BOND SERVICING	ANL DIST FES FY 13/14	7,300.00
						TOTAL CHECK	9,000.00
198203	05/04/2015	CATHEDRAL CENTER	7100 7488	SPECIAL PROGRAMS	SENIOR CENTERS	SAF AWARD	22,500.00
						TOTAL CHECK	22,500.00
198204	05/08/2015	ACE PRINTING COMPANY	7300 7872	TOURISM & MARKETING	PUBLIC RELATIONS	INDOOR MAGNET	248.40
						TOTAL CHECK	248.40
198205	05/08/2015	ALBERT A WEBB & ASSOCIATES	236 90419	MEASURE A FUND	MONT AVE STREET IMPROVE	PRO SERVICES PE 3/28/15	7,866.30
						TOTAL CHECK	7,866.30
198206	05/08/2015	ALTURA CREDIT UNION	101 2245	GENERAL FUND	EMPLOYEE CREDIT UNION	CREDIT UNION PE 5/1/15	801.00
						TOTAL CHECK	801.00
198207	05/08/2015	ALZHEIMERS ASSOCIATION	7100 7456	SPECIAL PROGRAMS	SPECIAL ASSISTANCE FUNDS	SAF AWARD	1,175.20
						TOTAL CHECK	1,175.20
198208	05/08/2015	AMERICAN SAFETY EMERGENCY MEDICAL	215 7806	FIRE TAX FUND	MEETINGS/TRAINING/TRAVEL	CERT CARDS-FS#69	16.00
						TOTAL CHECK	16.00
198209	05/08/2015	AT&T	5100 7821	GENERAL GOVERNMENT	TELEPHONE	SERVICE PE 3/12/15	643.99
198209	05/08/2015	AT&T	5100 7821	GENERAL GOVERNMENT	TELEPHONE	SVC PE 3/12/15	2,369.76
						TOTAL CHECK	3,013.75
198210	05/08/2015	AWESOME DUDE VIDEO	1700 7400	INFORMATION SERVICES	PROFESSIONAL/TECHNICAL	VIDEO SVC-CC MTG PE 4/30	900.00
198210	05/08/2015	AWESOME DUDE VIDEO	1700 7400	INFORMATION SERVICES	PROFESSIONAL/TECHNICAL	VIDEO SVC - STATE OF CITY	900.00
						TOTAL CHECK	1,800.00

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198211	05/08/2015	BEST SIGNS INCORPORATED	3300 7612	FACILITIES & FLEET MAINT	MAINTENANCE	HANDICAP SIGN-CNCL CHMBRS	56.68
						TOTAL CHECK	56.68
198212	05/08/2015	BIG SKY GATE KEEPER	215 7612	FIRE TAX FUND	MAINTENANCE	RPR GATE - FS#69	90.00
						TOTAL CHECK	90.00
198213	05/08/2015	BIO-TOX LABORATORIES	4100 7400	PUBLIC SAFETY	PROFESSIONAL/TECHNICAL	DUI TESTING 3/30/15	117.00
198213	05/08/2015	BIO-TOX LABORATORIES	4100 7400	PUBLIC SAFETY	PROFESSIONAL/TECHNICAL	DUI TESTING 3/30/15	189.70
						TOTAL CHECK	306.70
198214	05/08/2015	BOWER EVENTS INC	702 2469	CUSTOMER DEPOSIT FUND	RACE TO BE READY	SECURITY SVC 3/28/15	273.00
						TOTAL CHECK	273.00
198215	05/08/2015	BRAILLE INSTITUTE	7100 7456	SPECIAL PROGRAMS	SPECIAL ASSISTANCE FUNDS	SAF AWARD	3,000.00
						TOTAL CHECK	3,000.00
198217	05/08/2015	CALPERS 457 PLAN	101 2232	GENERAL FUND	PERS SUPP 457 DEF COMP	PERS DEF COMP PE 5/1/15	1,158.15
						TOTAL CHECK	1,158.15
198218	05/08/2015	CDW GOVERNMENT INC	1700 8000	INFORMATION SERVICES	SUPPLIES	KEYBOARD AIR DUSTER	31.41
198218	05/08/2015	CDW GOVERNMENT INC	1700 8900	INFORMATION SERVICES	FURNITURE & EQUIPMENT	UPGRADE BACKUP SYSTEM	28,245.74
						TOTAL CHECK	28,277.15
198219	05/08/2015	CHEMSEARCH	3300 7612	FACILITIES & FLEET MAINT	MAINTENANCE	PULSAFEEDER PUMP	367.90
198219	05/08/2015	CHEMSEARCH	3300 7612	FACILITIES & FLEET MAINT	MAINTENANCE	COOL TOWER MAINT 4/15	265.45
						TOTAL CHECK	633.35
198220	05/08/2015	CLEAN STREET INC	248 7615	STORM WATER QUALITY FUND	STREET SWEEPING	STREET SWEEP 4/30/15	4,220.13
						TOTAL CHECK	4,220.13
198221	05/08/2015	CLIENT FIRST CONSULTING GROUP	1500 7400	ADMINISTRATION	PROFESSIONAL/TECHNICAL	DEV IS MASTER PLN PE 2/28	2,034.00
198221	05/08/2015	CLIENT FIRST CONSULTING GROUP	1500 7400	ADMINISTRATION	PROFESSIONAL/TECHNICAL	DEV IS MASTER PLN PE3/31	3,881.50
						TOTAL CHECK	5,915.50
198222	05/08/2015	COACHELLA VALLEY ASSOCIATION	702 2460	CUSTOMER DEPOSIT FUND	TUMF DEPOSITS	TUMF FEES 4/15	16,536.96
						TOTAL CHECK	16,536.96

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198223	05/08/2015	COACHELLA VALLEY CONSERVATION	702	2473	CUSTOMER DEPOSIT FUND	MSHCP FEES	MSHCP FEES 4/15 TOTAL CHECK	11,484.00 11,484.00
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	3300	7606	FACILITIES & FLEET MAINT	WATER	SERVICE PE 3/11/15	7.00
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	3300	7606	FACILITIES & FLEET MAINT	WATER	SERVICE PE 3/12/15	15.00
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	3300	7606	FACILITIES & FLEET MAINT	WATER	SERVICE PE 3/11/15	19.00
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	20.12
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	20.12
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/12/15	21.24
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	25.72
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/12/15	25.72
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	33.56
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	34.68
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	3300	7606	FACILITIES & FLEET MAINT	WATER	SERVICE PE 3/11/15	34.68
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/12/15	38.04
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	38.06
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	215	7606	FIRE TAX FUND	WATER	SERVICE PE 3/11/15	40.28
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	40.30
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/13/15	40.30
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	42.47
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	204	7606	ZONE C LANDSCAPING	WATER	SERVICE PE 3/11/15	42.47
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/13/15	43.66
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/13/15	43.66
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	49.26
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	50.36
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/13/15	50.38
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	52.60
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	54.84
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	54.86
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	61.56
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	61.56
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/13/15	61.58
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/13/15	64.92
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/13/15	71.50
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201	7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/12/15	71.64

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198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201 7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/12/15	72.76
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201 7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	88.46
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201 7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	101.88
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201 7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/12/15	121.90
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201 7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/13/15	126.54
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201 7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/12/15	132.12
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	202 7606	ZONE A LANDSCAPING	WATER	SERVICE PE 3/13/15	149.48
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	205 7606	ZONE D LANDSCAPING	WATER	SERVICE PE 3/13/15	194.70
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201 7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/11/15	195.96
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	201 7606	CITYWIDE LANDSCAPING	WATER	SERVICE PE 3/12/15	201.00
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	2180 7606	PARKLAND OPERATING	WATER	SERVICE PE 3/12/15	344.94
198224	05/08/2015	COACHELLA VALLEY WATER DISTRICT	3300 7606	FACILITIES & FLEET MAINT	WATER	SERVICE PE 3/11/15	648.32
						TOTAL CHECK	3,709.20
198225	05/08/2015	COMSERCO INC	4200 7400	EMERGENCY SERVICES	PROFESSIONAL/TECHNICAL	EMERGENCY RADIOS & MICS	1,349.47
						TOTAL CHECK	1,349.47
198226	05/08/2015	CONSERVE LANDCARE INC	201 7612	CITYWIDE LANDSCAPING	MAINTENANCE	TURN OFF WTR MTR 4/14	65.00
198226	05/08/2015	CONSERVE LANDCARE INC	201 7612	CITYWIDE LANDSCAPING	MAINTENANCE	PGM IRRGTN CNTRL 4/15	115.00
198226	05/08/2015	CONSERVE LANDCARE INC	2180 7612	PARKLAND OPERATING	MAINTENANCE	RPR SRNKL - WOLF PK	115.00
198226	05/08/2015	CONSERVE LANDCARE INC	201 7612	CITYWIDE LANDSCAPING	MAINTENANCE	RPL BKN LINE 4/17	125.00
198226	05/08/2015	CONSERVE LANDCARE INC	201 7612	CITYWIDE LANDSCAPING	MAINTENANCE	RPLC BKN LINES 4/17	135.00
198226	05/08/2015	CONSERVE LANDCARE INC	201 7612	CITYWIDE LANDSCAPING	MAINTENANCE	RPL IRRGTN VALVES 4/20	225.00
198226	05/08/2015	CONSERVE LANDCARE INC	201 7612	CITYWIDE LANDSCAPING	MAINTENANCE	RPR IRRGTN CNTR 4/15	235.00
198226	05/08/2015	CONSERVE LANDCARE INC	3300 7612	FACILITIES & FLEET MAINT	MAINTENANCE	RPR IRRGTN-SUB 4/15	245.00
						TOTAL CHECK	1,260.00
198227	05/08/2015	DESERT IMAGES OFFICE EQUIPMENT INC	5100 8220	GENERAL GOVERNMENT	LEASE PAYMENTS	COPIES PE 4/30/15	1.86
198227	05/08/2015	DESERT IMAGES OFFICE EQUIPMENT INC	5100 8220	GENERAL GOVERNMENT	LEASE PAYMENTS	COPIES PE 4/30/15	9.84
198227	05/08/2015	DESERT IMAGES OFFICE EQUIPMENT INC	5100 8220	GENERAL GOVERNMENT	LEASE PAYMENTS	COPIES PE 4/30/15	65.44
198227	05/08/2015	DESERT IMAGES OFFICE EQUIPMENT INC	5100 8220	GENERAL GOVERNMENT	LEASE PAYMENTS	COPIES PE 4/30/15	123.75
198227	05/08/2015	DESERT IMAGES OFFICE EQUIPMENT INC	5100 8220	GENERAL GOVERNMENT	LEASE PAYMENTS	COPIES PE 4/30/15	162.10
198227	05/08/2015	DESERT IMAGES OFFICE EQUIPMENT INC	5100 8220	GENERAL GOVERNMENT	LEASE PAYMENTS	COPIES PE 4/30/15	697.03
						TOTAL CHECK	1,060.02

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198228	05/08/2015	THE DESERT SUN	5100 7818	GENERAL GOVERNMENT	DUES & SUBSCRIPTIONS	NEWSPAPER PE 5/31/15	64.81
198228	05/08/2015	THE DESERT SUN	7400 7818	ECONOMIC DEVELOPMENT	DUES & SUBSCRIPTIONS	NEWSPAPER PE 5/31/15	64.81
						TOTAL CHECK	129.62
198229	05/08/2015	MICHAEL DOWREY	2300 7624	CODE COMPLIANCE	VEHICLE MAINTENANCE	REIMB-CITY VEH CAR DETAIL	80.00
						TOTAL CHECK	80.00
198230	05/08/2015	FAMILY YMCA OF THE DESERT	7100 7456	SPECIAL PROGRAMS	SPECIAL ASSISTANCE FUNDS	SAF AWARD	4,000.00
						TOTAL CHECK	4,000.00
198231	05/08/2015	CLAUDIA FAUSETT	702 2469	CUSTOMER DEPOSIT FUND	RACE TO BE READY	REIMB SUPP-RACE 2B READY	46.88
						TOTAL CHECK	46.88
198232	05/08/2015	FEDERAL EXPRESS CORPORATION	1600 8000	FINANCE	SUPPLIES	EXP MAIL - IRS	16.19
						TOTAL CHECK	16.19
198233	05/08/2015	FIRST AMERICAN DATA TREE	3100 7818	ENGINEERING	DUES & SUBSCRIPTIONS	RECORDED DOCS PE 4/30/15	48.00
						TOTAL CHECK	48.00
198234	05/08/2015	FRANCHISE TAX BOARD	101 2265	GENERAL FUND	GARNISHMENT	GARNISHMNT PE 5/1/15	240.00
						TOTAL CHECK	240.00
198235	05/08/2015	FULTON DISTRIBUTING	3300 8000	FACILITIES & FLEET MAINT	SUPPLIES	JANITORIAL SUPPLIES - CY	55.60
198235	05/08/2015	FULTON DISTRIBUTING	3300 8000	FACILITIES & FLEET MAINT	SUPPLIES	JANITORIAL SUPPLIES - SUB	55.60
198235	05/08/2015	FULTON DISTRIBUTING	3300 8000	FACILITIES & FLEET MAINT	SUPPLIES	JANITORIAL SUPPLIES - CH	414.17
						TOTAL CHECK	525.37
198236	05/08/2015	GALVIN PRESERVATION ASSOCIATES INC	7100 7880	SPECIAL PROGRAMS	HISTORIC PRESERVATION COM	PRO SVC PE 4/30/15	1,000.00
						TOTAL CHECK	1,000.00
198238	05/08/2015	TERRY GOODALE	4100 7550	PUBLIC SAFETY	CITY-WIDE COPS PROGRAM	REFRESH-COPS MTG 2/26/15	20.00
198238	05/08/2015	TERRY GOODALE	4100 7550	PUBLIC SAFETY	CITY-WIDE COPS PROGRAM	REFRESH-COPS MTG 3/26/15	21.00
198238	05/08/2015	TERRY GOODALE	4100 7550	PUBLIC SAFETY	CITY-WIDE COPS PROGRAM	REFRESH-COPS MTG 4/9/15	22.00
198238	05/08/2015	TERRY GOODALE	4100 7550	PUBLIC SAFETY	CITY-WIDE COPS PROGRAM	REFRESH-COPS MTG 4/23/15	27.49
						TOTAL CHECK	90.49

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198239	05/08/2015	GOVERNMENT LEASING LLC	5100 8220	GENERAL GOVERNMENT	LEASE PAYMENTS	COPY MACHINE LEASE 5/15 TOTAL CHECK	3,096.00 3,096.00
198240	05/08/2015	GREGG FELSEN PHOTOGRAPHY	702 2469	CUSTOMER DEPOSIT FUND	RACE TO BE READY	PHOTO - RACE 2B READY TOTAL CHECK	250.00 250.00
198243	05/08/2015	ICMA RETIREMENT TRUST-401	101 2236	GENERAL FUND	401A DEF COMP - ICMA	401A DEF COMP PE 5/1/15 TOTAL CHECK	1,323.37 1,323.37
198244	05/08/2015	ICMA RETIREMENT TRUST-457	101 2235	GENERAL FUND	DEFERRED COMP - ICMA	DEF COMP PE 5/1/15 TOTAL CHECK	12,024.20 12,024.20
198245	05/08/2015	INTERNATIONAL CODE COUNCIL INC	2200 8000	BUILDING & SAFETY	SUPPLIES	BLDG CODE BOOK TOTAL CHECK	108.15 108.15
198246	05/08/2015	JIMMY'S EQUIPMENT INC	3200 7634	STREET MAINTENANCE	EQUIPMENT MAINT & FUEL	RPR-HEDGE TRIMMRS TOTAL CHECK	66.39 66.39
198247	05/08/2015	KIMLEY-HORN & ASSOCIATES INC	3100 7400	ENGINEERING	PROFESSIONAL/TECHNICAL	CW TRFC SGNL ASMT PE12/30 TOTAL CHECK	1,225.00 1,225.00
198248	05/08/2015	KOCH-ARMSTRONG GENERAL ENGINEERING	236 90018	MEASURE A FUND	PAVEMENT REHABILITATION	CONSTRUCTON SVCS PE 4/30/15 TOTAL CHECK	447,792.00 447,792.00
198249	05/08/2015	LCM GROUP INC	3200 8003	STREET MAINTENANCE	STREET SIGNS & MARKINGS	VEH CAUTN SIGNS-FS 4/23 TOTAL CHECK	257.60 257.60
198250	05/08/2015	LEAGUE OF CALIFORNIA CITIES	1100 78131	CITY COUNCIL	MEETINGS & TRAVEL-KITE	LCC MTG-SUNNYLNDS 5/11	40.00
198250	05/08/2015	LEAGUE OF CALIFORNIA CITIES	1100 78101	CITY COUNCIL	MEETINGS & TRAVEL-HOBART	LCC MTG-SUNNYLNDS 5/11	40.00
198250	05/08/2015	LEAGUE OF CALIFORNIA CITIES	1300 7806	CITY MANAGER	MEETINGS/TRAINING/TRAVEL	LCC MTG-SUNNYLNDS 5/11	40.00
198250	05/08/2015	LEAGUE OF CALIFORNIA CITIES	1100 78151	CITY COUNCIL	MEETINGS & TRAVEL-TOWNSND	LCC MTG-SUNNYLNDS 5/11	40.00
198250	05/08/2015	LEAGUE OF CALIFORNIA CITIES	1300 7806	CITY MANAGER	MEETINGS/TRAINING/TRAVEL	LCC MTG-SUNNYLNDS 5/11	40.00
198250	05/08/2015	LEAGUE OF CALIFORNIA CITIES	1100 78113	CITY COUNCIL	MEETINGS & TRAVEL-WEILL	LCC MTG-SUNNYLNDS 5/11	40.00
198250	05/08/2015	LEAGUE OF CALIFORNIA CITIES	1100 78161	CITY COUNCIL	MEETINGS & TRAVL-SMOTRICH	LCC MTG-SUNNYLNDS 5/11 TOTAL CHECK	40.00 280.00

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198251	05/08/2015	CT OLDENKAMP LLC	248	7615	STORM WATER QUALITY FUND	STREET SWEEPING	STREET SWEEP PE 4/3/15	840.00
							TOTAL CHECK	840.00
198252	05/08/2015	MOBILE LUBE EXPRESS	3200	7624	STREET MAINTENANCE	VEHICLE MAINTENANCE	90 PT INSPECT - ST14 TRK	47.50
198252	05/08/2015	MOBILE LUBE EXPRESS	3200	7624	STREET MAINTENANCE	VEHICLE MAINTENANCE	SVC - TS02 BUCKET TRUCK	76.15
198252	05/08/2015	MOBILE LUBE EXPRESS	3300	7624	FACILITIES & FLEET MAINT	VEHICLE MAINTENANCE	SVC - FM10 EXC TRUCK	159.23
198252	05/08/2015	MOBILE LUBE EXPRESS	3200	7624	STREET MAINTENANCE	VEHICLE MAINTENANCE	SVC - ST10 LOAD TRUCK	282.33
198252	05/08/2015	MOBILE LUBE EXPRESS	3200	7624	STREET MAINTENANCE	VEHICLE MAINTENANCE	SVC - ST09 TRK	320.14
198252	05/08/2015	MOBILE LUBE EXPRESS	3200	7624	STREET MAINTENANCE	VEHICLE MAINTENANCE	SVC - ST08 STREET TRK	329.03
198252	05/08/2015	MOBILE LUBE EXPRESS	3200	7624	STREET MAINTENANCE	VEHICLE MAINTENANCE	SVC - ST19 STREET TRUCK	462.73
198252	05/08/2015	MOBILE LUBE EXPRESS	3200	7624	STREET MAINTENANCE	VEHICLE MAINTENANCE	SVC - ST07 STREET TRUCK	467.54
198252	05/08/2015	MOBILE LUBE EXPRESS	3200	7624	STREET MAINTENANCE	VEHICLE MAINTENANCE	SVC - ST05 WATER TRK	485.34
							TOTAL CHECK	2,629.99
198253	05/08/2015	NATIONAL UNION FIRE INSURANCE COMPANY	101	2230	GENERAL FUND	LIFE INSURANCE-PEGIT	LIFE INS PE 5/1/15	82.20
							TOTAL CHECK	82.20
198254	05/08/2015	NATIONWIDE	101	2238	GENERAL FUND	DEFERRED COMP-NATIONAL	NATL DEF COMP PE 5/1/15	835.00
							TOTAL CHECK	835.00
198255	05/08/2015	NATIONWIDE	101	2241	GENERAL FUND	NATIONAL - PART TIME	P/T DEF COMP PE 5/1/15	1,114.25
							TOTAL CHECK	1,114.25
198256	05/08/2015	OFFICE DEPOT	5100	8000	GENERAL GOVERNMENT	SUPPLIES	PAPER, POST-ITS, NOTEPADS	313.56
198256	05/08/2015	OFFICE DEPOT	3100	8000	ENGINEERING	SUPPLIES	FILE FOLDERS, DIVIDERS	339.94
							TOTAL CHECK	653.50
198257	05/08/2015	OFFICE TEAM	1700	7444	INFORMATION SERVICES	TEMPORARY AGENCY SERVICES	L. BROCK PE 4/24/15	1,490.40
							TOTAL CHECK	1,490.40
198258	05/08/2015	OMNI RANCHO LAS PALMAS, LLC	7300	7478	TOURISM & MARKETING	MARKETING PROGRAM	AV/LINEN-STATE OF CTY4/9	6,642.36
							TOTAL CHECK	6,642.36
198260	05/08/2015	PARKHOUSE TIRE	3200	7624	STREET MAINTENANCE	VEHICLE MAINTENANCE	TIRES-ST12 10FORD F350	375.93
							TOTAL CHECK	375.93

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198261	05/08/2015	PEGASUS RIDING ACADEMY FOR THE	7100 7456	SPECIAL PROGRAMS	SPECIAL ASSISTANCE FUNDS	SAF AWARD	2,731.88
						TOTAL CHECK	2,731.88
198262	05/08/2015	BRANDI PERRY	2300 7642	CODE COMPLIANCE	ABATEMENTS	ABATE - APN #674-093-006	1,000.00
						TOTAL CHECK	1,000.00
198263	05/08/2015	PERS	101 2225	GENERAL FUND	1959 SURVIVORS' BENEFIT	C/C PERS PE 5/1/15	4.65
198263	05/08/2015	PERS	101 2220	GENERAL FUND	PERS-NORMAL CONTRIBUTION	PERS PE 5/1/15	47.95
198263	05/08/2015	PERS	101 2225	GENERAL FUND	1959 SURVIVORS' BENEFIT	PERS SURV PE 5/1/15	72.54
198263	05/08/2015	PERS	101 2220	GENERAL FUND	PERS-NORMAL CONTRIBUTION	PERS 20692 PE 5/1/15	191.28
198263	05/08/2015	PERS	101 2220	GENERAL FUND	PERS-NORMAL CONTRIBUTION	PERS RE-DEP PE 5/1/15	196.47
198263	05/08/2015	PERS	101 2220	GENERAL FUND	PERS-NORMAL CONTRIBUTION	PERS PE 5/1/15	296.40
198263	05/08/2015	PERS	101 2220	GENERAL FUND	PERS-NORMAL CONTRIBUTION	PERS PE 5/1/15	620.97
198263	05/08/2015	PERS	101 2220	GENERAL FUND	PERS-NORMAL CONTRIBUTION	PERS PE 5/1/15	1,272.52
198263	05/08/2015	PERS	101 2220	GENERAL FUND	PERS-NORMAL CONTRIBUTION	PERS PE 5/1/15	1,272.52
198263	05/08/2015	PERS	101 2220	GENERAL FUND	PERS-NORMAL CONTRIBUTION	PERS PE 5/1/15	1,684.54
198263	05/08/2015	PERS	101 2220	GENERAL FUND	PERS-NORMAL CONTRIBUTION	PERS PE 5/1/15	1,926.37
198263	05/08/2015	PERS	101 2220	GENERAL FUND	PERS-NORMAL CONTRIBUTION	PERS PE 5/1/15	15,505.37
198263	05/08/2015	PERS	101 2220	GENERAL FUND	PERS-NORMAL CONTRIBUTION	PERS PE 5/1/15	32,984.96
						TOTAL CHECK	56,076.54
198264	05/08/2015	PERS LONG TERM CARE PROGRAM	101 2275	GENERAL FUND	PERS LONG TERM CARE	PERS LTC PE 5/1/15	78.50
						TOTAL CHECK	78.50
198265	05/08/2015	PETES AUTOMOTIVE	3300 7624	FACILITIES & FLEET MAINT	VEHICLE MAINTENANCE	SVC - 13 FORD CMAX 4/28	102.38
198265	05/08/2015	PETES AUTOMOTIVE	4100 7550	PUBLIC SAFETY	CITY-WIDE COPS PROGRAM	SVC - 05 FORD EXP 5/4/15	612.66
						TOTAL CHECK	715.04
198266	05/08/2015	PETROCHEM MANUFACTURING, INC	236 90018	MEASURE A FUND	PAVEMENT REHABILITATION	RUBBERIZED EMULSION SUPPLY	26,316.51
198266	05/08/2015	PETROCHEM MANUFACTURING, INC	236 90018	MEASURE A FUND	PAVEMENT REHABILITATION	RUBBERIZED EMULSION SUPPLY	27,334.75
198266	05/08/2015	PETROCHEM MANUFACTURING, INC	236 90018	MEASURE A FUND	PAVEMENT REHABILITATION	RUBBERIZED EMULSION SUPPLY	28,212.44
198266	05/08/2015	PETROCHEM MANUFACTURING, INC	236 90018	MEASURE A FUND	PAVEMENT REHABILITATION	RUBBERIZED EMULSION SUPPLY	204,440.49
						TOTAL CHECK	286,304.19

RANCHO MIRAGE
4/25/15 TO 5/8/15
CHECK REGISTER

<u>CHECK</u>	<u>DATE</u>	<u>VENDOR</u>		<u>DIVISION</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
198267	05/08/2015	PETTY CASH - ANNIE SANFILLIPPO	5100 8000	GENERAL GOVERNMENT	SUPPLIES	PICTURE-MAYORS AWARD	3.00
198267	05/08/2015	PETTY CASH - ANNIE SANFILLIPPO	5100 8000	GENERAL GOVERNMENT	SUPPLIES	BUSI. CARDS-TOWNSEND	8.63
198267	05/08/2015	PETTY CASH - ANNIE SANFILLIPPO	5100 8000	GENERAL GOVERNMENT	SUPPLIES	GIFTS-COMM. APPREC. DAY	14.55
198267	05/08/2015	PETTY CASH - ANNIE SANFILLIPPO	1100 8000	CITY COUNCIL	SUPPLIES	DESK TRAYS-MAYOR OFFICE	19.33
198267	05/08/2015	PETTY CASH - ANNIE SANFILLIPPO	1600 7800	FINANCE	MILEAGE	MILEAGE-A. LEON PE 3/25	20.70
198267	05/08/2015	PETTY CASH - ANNIE SANFILLIPPO	1600 7800	FINANCE	MILEAGE	MILEAGE-A. LEON PE 2/25	20.70
198267	05/08/2015	PETTY CASH - ANNIE SANFILLIPPO	1300 7806	CITY MANAGER	MEETINGS/TRAINING/TRAVEL	AEP MTG-J. CARPENTER	25.00
198267	05/08/2015	PETTY CASH - ANNIE SANFILLIPPO	5100 7869	GENERAL GOVERNMENT	EMPLOYEE EVENTS	EMPLOYEE SUPPLIES	34.88
198267	05/08/2015	PETTY CASH - ANNIE SANFILLIPPO	1500 7800	ADMINISTRATION	MILEAGE	MILEAGE-BLEECKER PE4/28	46.57
198267	05/08/2015	PETTY CASH - ANNIE SANFILLIPPO	1500 7800	ADMINISTRATION	MILEAGE	MILEAGE-BLEECKER PE3/30	48.58
						TOTAL CHECK	241.94
198268	05/08/2015	POWERS AWARDS	702 2469	CUSTOMER DEPOSIT FUND	RACE TO BE READY	PLAQUE-RACE 2B READY	52.22
						TOTAL CHECK	52.22
198269	05/08/2015	RACHEL HORWITZ DESIGN GROUP LLC	7100 7875	SPECIAL PROGRAMS	CULTURAL SPECIAL EVENTS	DESIGN SERVICES 4/15	212.50
						TOTAL CHECK	212.50
198270	05/08/2015	RANCHO MIRAGE CHAMBER OF COMMERCE	7400 7468	ECONOMIC DEVELOPMENT	CHAMBER OF COMMERCE	ANNUAL CONTRACT SERVICES	26,000.00
						TOTAL CHECK	26,000.00
198272	05/08/2015	RIVERSIDE COUNTY CLERK AND RECORDER	2300 7400	CODE COMPLIANCE	PROFESSIONAL/TECHNICAL	RECORDING FEES 2/15	46.00
						TOTAL CHECK	46.00
198273	05/08/2015	RIVERSIDE COUNTY COMMUNITY HEALTH	2300 7420	CODE COMPLIANCE	ANIMAL SERVICES	IMPOUND SVCS	417.00
						TOTAL CHECK	417.00
198274	05/08/2015	RIVERSIDE COUNTY SHERIFFS DEPT	4100 7623	PUBLIC SAFETY	VEHICLE FUEL	FUEL PE 3/24/15	401.36
						TOTAL CHECK	401.36
198276	05/08/2015	SATCOM GLOBAL FZE	4200 7824	EMERGENCY SERVICES	COMMUNICATION MAIN/SERV	SATELLITE PHONE SVC PLAN	85.50
						TOTAL CHECK	85.50
198277	05/08/2015	SOUTHERN CALIFORNIA EDISON COMPANY	201 7603	CITYWIDE LANDSCAPING	ELECTRICITY	SERVICE PE 5/1/15	48.96
198277	05/08/2015	SOUTHERN CALIFORNIA EDISON COMPANY	3300 7603	FACILITIES & FLEET MAINT	ELECTRICITY	SERVICE PE 4/27/15	291.39
198277	05/08/2015	SOUTHERN CALIFORNIA EDISON COMPANY	215 7603	FIRE TAX FUND	ELECTRICITY	SERVICE PE 4/30/15	864.25
						TOTAL CHECK	1,204.60

**RANCHO MIRAGE
4/25/15 TO 5/8/15
CHECK REGISTER**

<u>CHECK</u>	<u>DATE</u>	<u>VENDOR</u>		<u>DIVISION</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
198278	05/08/2015	SPARKLETTS	5100 8000	GENERAL GOVERNMENT	SUPPLIES	BOTTLED WATER	126.27
						TOTAL CHECK	126.27
198279	05/08/2015	STATE DISBURSEMENT UNIT	101 2260	GENERAL FUND	CHILD SUPPORT	CHILD SUPPORT PE 5/1/15	579.23
						TOTAL CHECK	579.23
198280	05/08/2015	STATE DISBURSEMENT UNIT	101 2260	GENERAL FUND	CHILD SUPPORT	CHILD SUPPORT PE 5/1	103.84
						TOTAL CHECK	103.84
198281	05/08/2015	STATE WATER RESOURCES CONTROL	248 7854	STORM WATER QUALITY FUND	ANNUAL ADMINISTRATIVE FEE	ANNL PERM FEES PE 6/30/15	8,740.00
						TOTAL CHECK	8,740.00
198282	05/08/2015	MARCIA STEIN	702 2469	CUSTOMER DEPOSIT FUND	RACE TO BE READY	REFRESH-RACE 2B READY	59.98
						TOTAL CHECK	59.98
198284	05/08/2015	TALENT EVOLUTION LLC	1700 7400	INFORMATION SERVICES	PROFESSIONAL/TECHNICAL	WEB MAINTENANCE SVC 5/15	7,900.00
198284	05/08/2015	TALENT EVOLUTION LLC	7300 7478	TOURISM & MARKETING	MARKETING PROGRAM	WEB MAINTENANCE SVC 5/15	7,900.00
						TOTAL CHECK	15,800.00
198285	05/08/2015	THE ALTUM GROUP	356 90471	DEV FEE-PARKS	RMC PARK EXPANSION	MATERIAL TEST PE 3/31/15	3,705.00
						TOTAL CHECK	3,705.00
198287	05/08/2015	TOPS N BARRICADES INC	3200 7618	STREET MAINTENANCE	TRAFFIC SIGNAL MAINT/ELEC	TRAFFIC EQUIP RNTL	483.40
						TOTAL CHECK	483.40
198288	05/08/2015	SYLVIA TRAPUZZANO	248 7596	STORM WATER QUALITY FUND	SUSTAINABILITY PROGRAMS	TURF PROGRAM REBATE	1,000.00
						TOTAL CHECK	1,000.00
198289	05/08/2015	UNDERGROUND SERVICES ALERT	3100 7460	ENGINEERING	INSPECTIONS	DIG ALERT TICKETS	88.50
						TOTAL CHECK	88.50
198290	05/08/2015	UNITED WAY OF THE DESERT	101 2250	GENERAL FUND	DONATIONS-UNITED WAY	UNITED WAY PE 5/1/15	339.85
						TOTAL CHECK	339.85
198291	05/08/2015	VALLEY LOCK & SAFE	3300 7612	FACILITIES & FLEET MAINT	MAINTENANCE	REKEY	15.26
198291	05/08/2015	VALLEY LOCK & SAFE	3300 7612	FACILITIES & FLEET MAINT	MAINTENANCE	REKEY DOORS	113.40
						TOTAL CHECK	128.66

**RANCHO MIRAGE
4/25/15 TO 5/8/15
CHECK REGISTER**

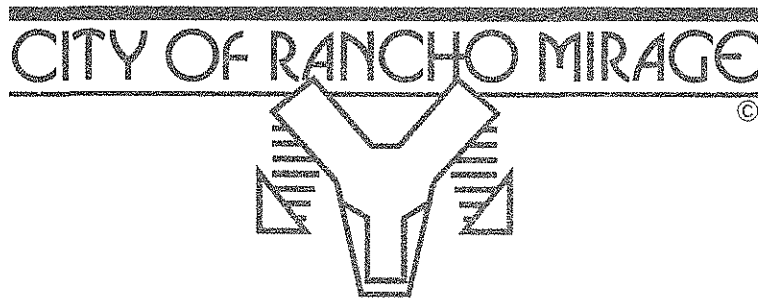
<u>CHECK</u>	<u>DATE</u>	<u>VENDOR</u>		<u>DIVISION</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
198292	05/08/2015	VCA RANCHO MIRAGE ANIMAL HOSPITAL	2300 7420	CODE COMPLIANCE	ANIMAL SERVICES	ANIMAL SERVICES TOTAL CHECK	1,456.65 1,456.65
198293	05/08/2015	XSAT GLOBAL	4200 7824	EMERGENCY SERVICES	COMMUNICATION MAIN/SERV	SATELLITE PHONE SVC PLAN TOTAL CHECK	179.60 179.60
198294	05/08/2015	NEWAGE RANCHO MIRAGE LLC	5100 8567	GENERAL GOVERNMENT	TRANSIENT OCC TAX REBATE	TOT REBATE Q1 2015 TOTAL CHECK	80,083.16 80,083.16
V100574	05/01/2015	SYLVIA BORREGO	5100 7200	GENERAL GOVERNMENT	GROUP INSURANCE-MEDICAL	REIMBURSE MEDICAL 5/15 TOTAL CHECK	539.50 539.50
V100577	05/01/2015	LELAND COLE	3100 7806	ENGINEERING	MEETINGS/TRAINING/TRAVEL	MILEAGE PE 3/30/15 TOTAL CHECK	20.13 20.13
V100578	05/01/2015	DAVID A LEE & DANIEL VAILLANCOURT	7300 7478	TOURISM & MARKETING	MARKETING PROGRAM	WRITING SVCS PE 4/24/15 TOTAL CHECK	1,813.00 1,813.00
V100579	05/01/2015	MARK DAVIDSON PHOTOGRAPHY	7300 7830	TOURISM & MARKETING	PHOTOGRAPHY	PHOTO - CITY COUNCIL TOTAL CHECK	463.25 463.25
V100581	05/01/2015	CATHERINE A MITTON	5100 7200	GENERAL GOVERNMENT	GROUP INSURANCE-MEDICAL	REIMBURSE MEDICAL 5/15 TOTAL CHECK	878.97 878.97
V100582	05/01/2015	SCOTT C MORGAN	5100 7200	GENERAL GOVERNMENT	GROUP INSURANCE-MEDICAL	REIMBURSE MEDICAL 5/15 TOTAL CHECK	1,644.41 1,644.41
V100583	05/01/2015	NEWPORT SUPPLIES	201 7612	CITYWIDE LANDSCAPING	MAINTENANCE	LED LIGHT HOODS	2,480.64
V100583	05/01/2015	NEWPORT SUPPLIES	3300 8004	FACILITIES & FLEET MAINT	REPAIR & MAINT SUPPLIES	LED LANDSCAPE LIGHTS	1,281.84
V100583	05/01/2015	NEWPORT SUPPLIES	2180 7612	PARKLAND OPERATING	MAINTENANCE	LED LANDSCAPE LIGHTS	2,136.40
V100583	05/01/2015	NEWPORT SUPPLIES	201 8000	CITYWIDE LANDSCAPING	SUPPLIES	LED LANDSCAPE LIGHTS	5,981.92
V100583	05/01/2015	NEWPORT SUPPLIES	201 8004	CITYWIDE LANDSCAPING	REPAIR & MAINT SUPPLIES	LED LANDSCAPE LIGHTS TOTAL CHECK	11,963.84 23,844.64
V100584	05/01/2015	JOHNNIE SNOW	5100 7200	GENERAL GOVERNMENT	GROUP INSURANCE-MEDICAL	REIMBURSE MEDICAL 5/15 TOTAL CHECK	539.50 539.50

RANCHO MIRAGE
4/25/15 TO 5/8/15
CHECK REGISTER

<u>CHECK</u>	<u>DATE</u>	<u>VENDOR</u>		<u>DIVISION</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
V100585	05/01/2015	STEVEN B QUINTANILLA,	1400 7400	CITY ATTORNEY	PROFESSIONAL/TECHNICAL	LEGAL SERVICE PE 2/28/15	40,711.50
						TOTAL CHECK	40,711.50
V100586	05/08/2015	BECK OIL INC	5100 7623	GENERAL GOVERNMENT	VEHICLE FUEL	FUEL PE 4/14/15	16.53
V100586	05/08/2015	BECK OIL INC	215 7623	FIRE TAX FUND	VEHICLE FUEL	FUEL PE 4/14/15	22.39
V100586	05/08/2015	BECK OIL INC	3100 7623	ENGINEERING	VEHICLE FUEL	FUEL PE 4/14/15	30.61
V100586	05/08/2015	BECK OIL INC	3300 7623	FACILITIES & FLEET MAINT	VEHICLE FUEL	FUEL PE 4/28/15	31.30
V100586	05/08/2015	BECK OIL INC	3200 7623	STREET MAINTENANCE	VEHICLE FUEL	FUEL PE 4/14/15	57.25
V100586	05/08/2015	BECK OIL INC	3300 7623	FACILITIES & FLEET MAINT	VEHICLE FUEL	FUEL PE 4/14/15	70.29
V100586	05/08/2015	BECK OIL INC	3100 7623	ENGINEERING	VEHICLE FUEL	FUEL PE 4/28/15	74.15
V100586	05/08/2015	BECK OIL INC	4100 7550	PUBLIC SAFETY	CITY-WIDE COPS PROGRAM	FUEL PE 4/14/15	100.33
V100586	05/08/2015	BECK OIL INC	3300 7623	FACILITIES & FLEET MAINT	VEHICLE FUEL	FUEL PE 4/28/15	103.07
V100586	05/08/2015	BECK OIL INC	2180 7623	PARKLAND OPERATING	VEHICLE FUEL	FUEL PE 4/14/15	105.81
V100586	05/08/2015	BECK OIL INC	4100 7550	PUBLIC SAFETY	CITY-WIDE COPS PROGRAM	FUEL PE 4/28/15	112.93
V100586	05/08/2015	BECK OIL INC	3200 7623	STREET MAINTENANCE	VEHICLE FUEL	FUEL PE 4/28/15	124.15
V100586	05/08/2015	BECK OIL INC	3300 7623	FACILITIES & FLEET MAINT	VEHICLE FUEL	FUEL PE 4/14/15	144.55
V100586	05/08/2015	BECK OIL INC	3300 7623	FACILITIES & FLEET MAINT	VEHICLE FUEL	FUEL PE 4/28/15	165.65
V100586	05/08/2015	BECK OIL INC	3300 7623	FACILITIES & FLEET MAINT	VEHICLE FUEL	FUEL PE 4/14/15	181.20
V100586	05/08/2015	BECK OIL INC	3200 7623	STREET MAINTENANCE	VEHICLE FUEL	FUEL PE 4/14/15	191.03
V100586	05/08/2015	BECK OIL INC	5100 7623	GENERAL GOVERNMENT	VEHICLE FUEL	FUEL PE 4/21/15	23.12
V100586	05/08/2015	BECK OIL INC	3100 7623	ENGINEERING	VEHICLE FUEL	FUEL PE 4/21/15	25.59
V100586	05/08/2015	BECK OIL INC	3300 7623	FACILITIES & FLEET MAINT	VEHICLE FUEL	FUEL PE 4/21/15	36.69
V100586	05/08/2015	BECK OIL INC	2180 7623	PARKLAND OPERATING	VEHICLE FUEL	FUEL PE 4/21/15	92.49
V100586	05/08/2015	BECK OIL INC	3300 7623	FACILITIES & FLEET MAINT	VEHICLE FUEL	FUEL PE 4/21/15	108.53
V100586	05/08/2015	BECK OIL INC	4100 7550	PUBLIC SAFETY	CITY-WIDE COPS PROGRAM	FUEL PE 4/21/15	134.42
V100586	05/08/2015	BECK OIL INC	3200 7623	STREET MAINTENANCE	VEHICLE FUEL	FUEL PE 4/21/15	144.29
V100586	05/08/2015	BECK OIL INC	3300 7623	FACILITIES & FLEET MAINT	VEHICLE FUEL	FUEL PE 4/21/15	219.22
V100586	05/08/2015	BECK OIL INC	3200 7634	STREET MAINTENANCE	EQUIPMENT MAINT & FUEL	FUEL PE 4/14/15	115.57
V100586	05/08/2015	BECK OIL INC	3200 7623	STREET MAINTENANCE	VEHICLE FUEL	FUEL PE 4/14/15	176.68
						TOTAL CHECK	2,607.84
V100587	05/08/2015	LELAND COLE	3100 7806	ENGINEERING	MEETINGS/TRAINING/TRAVEL	MILEAGE PE 4/23/15	12.65
						TOTAL CHECK	12.65
V100589	05/08/2015	HIGH TECH IRRIGATION INC	201 8000	CITYWIDE LANDSCAPING	SUPPLIES	IRRIGATION SUPPLIES	76.68
V100589	05/08/2015	HIGH TECH IRRIGATION INC	103 R90386	GF LICENSE TAX FUND	UPGRADE IRRIGATION CNTRL	IRRIGATION SUPPLIES	1,401.30
						TOTAL CHECK	1,477.98

**RANCHO MIRAGE
4/25/15 TO 5/8/15
CHECK REGISTER**

<u>CHECK</u>	<u>DATE</u>	<u>VENDOR</u>			<u>DIVISION</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
V100591	05/08/2015	KLEENHOUSE BUILDING MAINTENANCE	702	2469	CUSTOMER DEPOSIT FUND	RACE TO BE READY	JANITRL SUPP-RACE 2B READ	160.00
							TOTAL CHECK	160.00
V100592	05/08/2015	MISSION LINEN SUPPLY	3300	8002	FACILITIES & FLEET MAINT	EQUIPMENT RENTAL	TWLS/MATS PE 4/21/15	29.19
V100592	05/08/2015	MISSION LINEN SUPPLY	3200	8002	STREET MAINTENANCE	EQUIPMENT RENTAL	TWLS/MATS PE 4/21/15	29.20
V100592	05/08/2015	MISSION LINEN SUPPLY	215	8002	FIRE TAX FUND	EQUIPMENT RENTAL	MATS PE 4/2/15	40.88
V100592	05/08/2015	MISSION LINEN SUPPLY	215	8002	FIRE TAX FUND	EQUIPMENT RENTAL	MATS PE 4/16/15	40.88
V100592	05/08/2015	MISSION LINEN SUPPLY	215	8002	FIRE TAX FUND	EQUIPMENT RENTAL	MAT PE 4/30/15	40.88
V100592	05/08/2015	MISSION LINEN SUPPLY	215	8002	FIRE TAX FUND	EQUIPMENT RENTAL	MATS PE 4/30/15	58.53
V100592	05/08/2015	MISSION LINEN SUPPLY	215	8002	FIRE TAX FUND	EQUIPMENT RENTAL	MATS PE 4/16/15	58.53
V100592	05/08/2015	MISSION LINEN SUPPLY	3300	8002	FACILITIES & FLEET MAINT	EQUIPMENT RENTAL	MATS PE 4/16/15	139.93
V100592	05/08/2015	MISSION LINEN SUPPLY	3300	8002	FACILITIES & FLEET MAINT	EQUIPMENT RENTAL	MATS PE 4/30/15	139.93
							TOTAL CHECK	577.95
V100593	05/08/2015	NEWPORT SUPPLIES	2180	8004	PARKLAND OPERATING	REPAIR & MAINT SUPPLIES	LIGHTING SUPPLIES	562.06
V100593	05/08/2015	NEWPORT SUPPLIES	201	8000	CITYWIDE LANDSCAPING	SUPPLIES	LIGHTING SUPPLIES	1,120.63
V100593	05/08/2015	NEWPORT SUPPLIES	3300	8004	FACILITIES & FLEET MAINT	REPAIR & MAINT SUPPLIES	LIGHTING SUPPLIES	1,186.79
							TOTAL CHECK	2,869.48
							TOTAL REPORT	2,414,428.51



We hereby accept as filed checks numbered 198128 thru V100585 in the amount of:

Housing Authority \$ 36,473.37

ordered paid as stated below.

Date: May 21, 2015

Mayor

DEMANDS\DEMHSO

ADMINISTRATION	DEVELOPMENT SERVICES	FINANCE	HOUSING	PUBLIC LIBRARY	PUBLIC WORKS
Tel. 1.760.324.4511	Tel. 1.760.324.4511	Tel. 1.760.770.3207	Tel. 1.760.770.3210	Tel. 1.760.341.7323	Tel. 1.760.770.3224
Fax. 1.760.324.8830	Fax. 1.760.202.4792	Fax. 1.760.324.0528	Fax. 1.760.324.1617	Fax. 1.760.341.5213	Fax. 1.760.770.3261

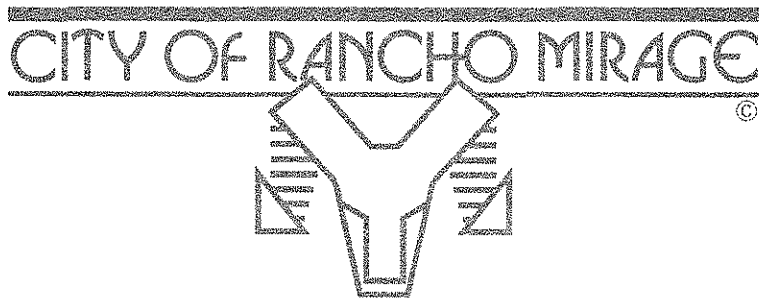
69-825 HIGHWAY 111 / RANCHO MIRAGE, CA 92270

www.RanchoMirageCA.gov

www.RelaxRanchoMirage.com

RANCHO MIRAGE HOUSING AUTHORITY
4/25/15 to 5/8/15
CHECK REGISTER

<u>CHECK</u>	<u>DATE</u>	<u>VENDOR</u>			<u>DIVISION</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
198128	05/01/2015	CALIFORNIA PUBLIC EMPLOYEES'	280	7200	HOUSING AUTHORITY FUND	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	2,758.29
							TOTAL CHECK	2,758.29
198140	05/01/2015	PAUL A FRANCO	280	7200	HOUSING AUTHORITY FUND	GROUP INSURANCE-MEDICAL	REIMBURSE MEDICAL 5/15	1,133.90
							TOTAL CHECK	1,133.90
198158	05/01/2015	OFFICE DEPOT	280	8000	HOUSING AUTHORITY FUND	SUPPLIES	FILE FOLDERS	70.18
							TOTAL CHECK	70.18
198175	05/01/2015	PUBLIC ENTITY RISK MANAGEMENT	280	7250	HOUSING AUTHORITY FUND	WORKERS' COMPENSATION	WORKERS COMP QE 6/15	451.24
							TOTAL CHECK	451.24
198241	05/08/2015	HD SUPPLY FACILITIES MAINTENANCE	280	90457	HOUSING AUTHORITY FUND	PARKVIEW CABINETRY	RENOVATIONS UNIT #32	76.08
198241	05/08/2015	HD SUPPLY FACILITIES MAINTENANCE	280	90457	HOUSING AUTHORITY FUND	PARKVIEW CABINETRY	RENOVATIONS UNIT #39	13,906.95
198241	05/08/2015	HD SUPPLY FACILITIES MAINTENANCE	280	90457	HOUSING AUTHORITY FUND	PARKVIEW CABINETRY	RENOVATIONS UNIT #32	15,627.23
							TOTAL CHECK	29,610.26
V100585	05/01/2015	STEVEN B QUINTANILLA,	280	7400	HOUSING AUTHORITY FUND	PROFESSIONAL/TECHNICAL	LEGAL SVC PE 2/28/15	2,449.50
							TOTAL CHECK	2,449.50
							TOTAL REPORT	36,473.37



We hereby accept as filed checks numbered V100590 thru V100590 in the amount of:

Housing Authority - Parkview Villas

\$ 11,180.95

ordered paid as stated below.

Date: May 21, 2015

Mayor

DEMANDS\DEMPARK

ADMINISTRATION
Tel. 1.760.324.4511
Fax. 1.760.324.8830

DEVELOPMENT SERVICES
Tel. 1.760.324.4511
Fax. 1.760.202.4792

FINANCE
Tel. 1.760.770.3207
Fax. 1.760.324.0528

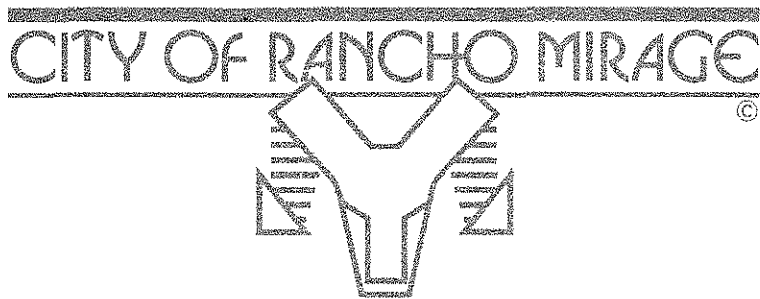
HOUSING
Tel. 1.760.770.3210
Fax. 1.760.324.1617

PUBLIC LIBRARY
Tel. 1.760.341.7323
Fax. 1.760.341.5213

PUBLIC WORKS
Tel. 1.760.770.3224
Fax. 1.760.770.3261

RANCHO MIRAGE HOUSING AUTHORITY - PARKVIEW VILLAS
4/25/15 TO 5/8/15
CHECK REGISTER

<u>CHECK</u>	<u>DATE</u>	<u>VENDOR</u>			<u>DIVISION</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
V100590	05/08/2015	HYDER AND COMPANY	281	7400	PARKVIEW VILLAS - HOUSING	PROFESSIONAL/TECHNICAL	PROPERTY MANAGEMENT 5/15	11,180.95
							TOTAL CHECK	11,180.95
							TOTAL REPORT	11,180.95



We hereby accept as filed checks numbered 198146 thru 198286 in the amount of:

Housing Authority - Rancho Palms

\$ 5,250.71

ordered paid as stated below.

Date: May 21, 2015

Mayor

DEMANDS\DEMGRANCHO

ADMINISTRATION
Tel. 1.760.324.4511
Fax. 1.760.324.8830

DEVELOPMENT SERVICES
Tel. 1.760.324.4511
Fax. 1.760.202.4792

FINANCE
Tel. 1.760.770.3207
Fax. 1.760.324.0528

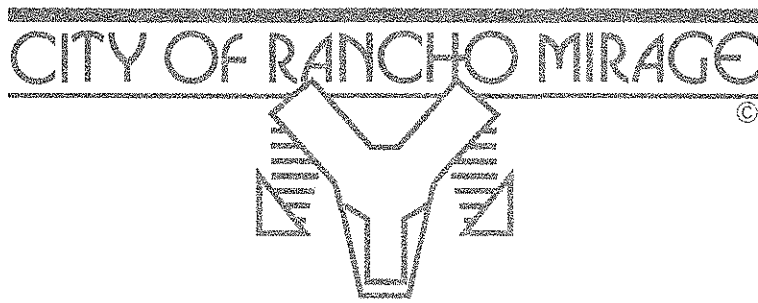
HOUSING
Tel. 1.760.770.3210
Fax. 1.760.324.1617

PUBLIC LIBRARY
Tel. 1.760.341.7323
Fax. 1.760.341.5213

PUBLIC WORKS
Tel. 1.760.770.3224
Fax. 1.760.770.3261

RANCHO MIRAGE HOUSING AUTHORITY - RANCHO PALMS
4/25/15 TO 5/8/15
CHECK REGISTER

<u>CHECK</u>	<u>DATE</u>	<u>VENDOR</u>			<u>DIVISION</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
198146	05/01/2015	THE HOME DEPOT	285	8004	RANCHO PALMS MHP-HOUSING	REPAIR & MAINT SUPPLIES	PROPERTY SIGNS	10.79
							TOTAL CHECK	10.79
198186	05/01/2015	SOUTHERN CALIFORNIA GAS COMPANY	285	7600	RANCHO PALMS MHP-HOUSING	NATURAL GAS	SERVICE PE 4/16/15	142.99
							TOTAL CHECK	142.99
198237	05/08/2015	MAHFOUZ HABASHY	285	7612	RANCHO PALMS MHP-HOUSING	MAINTENANCE	REPAIR POOL LEAK	75.00
198237	05/08/2015	MAHFOUZ HABASHY	285	7612	RANCHO PALMS MHP-HOUSING	MAINTENANCE	POOL SVC 4/15	275.00
							TOTAL CHECK	350.00
198259	05/08/2015	OVERLAND PACIFIC & CUTLER INC	285	7400	RANCHO PALMS MHP-HOUSING	PROFESSIONAL/TECHNICAL	PRO SERVICES PE 3/31/15	4,665.00
							TOTAL CHECK	4,665.00
198286	05/08/2015	TIME WARNER CABLE	285	7602	RANCHO PALMS MHP-HOUSING	CABLE	SERVICE PE 6/2/15	81.93
							TOTAL CHECK	81.93
							TOTAL REPORT	5,250.71



We hereby accept as filed checks numbered 198186 thru V100590 in the amount of:

Housing Authority - San Jacinto Villas

\$ 8,087.78

ordered paid as stated below.

Date: May 21, 2015

Mayor

DEMANDS\DEMSANJACINTO

ADMINISTRATION
Tel. 1.760.324.4511
Fax. 1.760.324.8830

DEVELOPMENT SERVICES
Tel. 1.760.324.4511
Fax. 1.760.202.4792

FINANCE
Tel. 1.760.770.3207
Fax. 1.760.324.0528

HOUSING
Tel. 1.760.770.3210
Fax. 1.760.324.1617

PUBLIC LIBRARY
Tel. 1.760.341.7323
Fax. 1.760.341.5213

PUBLIC WORKS
Tel. 1.760.770.3224
Fax. 1.760.770.3261

RANCHO MIRAGE HOUSING AUTHORITY - SAN JACINTO VILLAS
4/25/15 TO 5/8/2015
CHECK REGISTER

<u>CHECK</u>	<u>DATE</u>	<u>VENDOR</u>			<u>DIVISION</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
198186	05/01/2015	SOUTHERN CALIFORNIA GAS COMPANY	286	7600	SAN JACINTO VILLAS	NATURAL GAS	SERVICE PE 4/20/15	6.02
							TOTAL CHECK	6.02
V100590	05/08/2015	HYDER AND COMPANY	286	7400	SAN JACINTO VILLAS	PROFESSIONAL/TECHNICAL	PROPERTY MANAGEMENT 5/15	8,081.76
							TOTAL CHECK	8,081.76
							TOTAL REPORT	8,087.78



We hereby accept as filed checks numbered V100590 thru V100590 in the amount of:

Housing Authority - Santa Rosa Villas

\$ 5,528.23

ordered paid as stated below.

Date: May 21, 2015

Mayor

DEMANDS\DEMSANTAROSA

ADMINISTRATION	DEVELOPMENT SERVICES	FINANCE	HOUSING	PUBLIC LIBRARY	PUBLIC WORKS
Tel. 1.760.324.4511	Tel. 1.760.324.4511	Tel. 1.760.770.3207	Tel. 1.760.770.3210	Tel. 1.760.341.7323	Tel. 1.760.770.3224
Fax. 1.760.324.8830	Fax. 1.760.202.4792	Fax. 1.760.324.0528	Fax. 1.760.324.1617	Fax. 1.760.341.5213	Fax. 1.760.770.3261

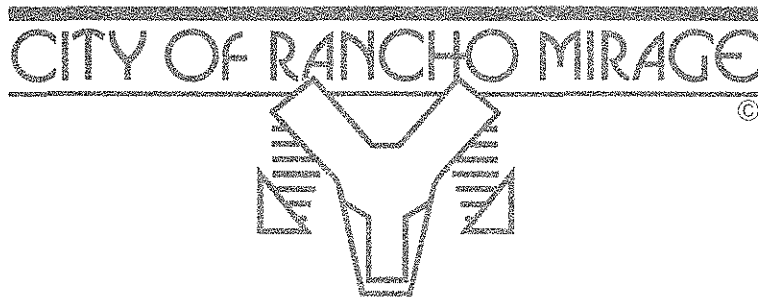
69-825 HIGHWAY 111 / RANCHO MIRAGE, CA 92270

www.RanchoMirageCA.gov

www.RelaxRanchoMirage.com

RANCHO MIRAGE HOUSING AUTHORITY - SANTA ROSA
4/25/15 TO 5/8/15
CHECK REGISTER

<u>CHECK</u>	<u>DATE</u>	<u>VENDOR</u>			<u>DIVISION</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
V100590	05/08/2015	HYDER AND COMPANY	284	7400	SANTA ROSA VILLAS-HOUSING	PROFESSIONAL/TECHNICAL	PROPERTY MANAGEMENT 5/15	5,528.23
							TOTAL CHECK	5,528.23
							TOTAL REPORT	5,528.23



We hereby accept as filed checks numbered V100590 thru V100590 in the amount of:

Housing Authority - Whispering Waters \$ 4,094.08

ordered paid as stated below.

Date: May 21, 2015

Mayor

DEMANDS\DEMWHISPERING

ADMINISTRATION	DEVELOPMENT SERVICES	FINANCE	HOUSING	PUBLIC LIBRARY	PUBLIC WORKS
Tel. 1.760.324.4511	Tel. 1.760.324.4511	Tel. 1.760.770.3207	Tel. 1.760.770.3210	Tel. 1.760.341.7323	Tel. 1.760.770.3224
Fax. 1.760.324.8830	Fax. 1.760.202.4792	Fax. 1.760.324.0528	Fax. 1.760.324.1617	Fax. 1.760.341.5213	Fax. 1.760.770.3261

RANCHO MIRAGE HOUSING AUTHORITY - WHISPERING WATERS
4/25/15 TO 5/8/15
CHECK REGISTER

<u>CHECK</u>	<u>DATE</u>	<u>VENDOR</u>			<u>DIVISION</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
V100590	05/08/2015	HYDER AND COMPANY	283	7400	WHISPERING WATERS-HOUSING	PROFESSIONAL/TECHNICAL	PROPERTY MANAGEMENT 5/15	4,094.08
							TOTAL CHECK	4,094.08
							TOTAL REPORT	4,094.08



We hereby accept as filed checks numbered 198118 thru V100593 in the amount of:

Library Fund \$ 66,820.58

ordered paid as stated below.

Date: May 21, 2015

Mayor

DEMANDS\DEMLIB

ADMINISTRATION	DEVELOPMENT SERVICES	FINANCE	HOUSING	PUBLIC LIBRARY	PUBLIC WORKS
Tel. 1.760.324.4511	Tel. 1.760.324.4511	Tel. 1.760.770.3207	Tel. 1.760.770.3210	Tel. 1.760.341.7323	Tel. 1.760.770.3224
Fax. 1.760.324.8830	Fax. 1.760.202.4792	Fax. 1.760.324.0528	Fax. 1.760.324.1617	Fax. 1.760.341.5213	Fax. 1.760.770.3261

RANCHO MIRAGE LIBRARY
4/25/15 TO 5/8/15
CHECK REGISTER

CHECK	DATE	VENDOR		DIVISION	ACCOUNT	DESCRIPTION	AMOUNT
198118	5/1/2015	AMAZON.COM	242	7912 LIBRARY	FOUNDATION - COLLECTION	PUBICATIONS	(180.81)
198118	5/1/2015	AMAZON.COM	242	7912 LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	(113.61)
198118	5/1/2015	AMAZON.COM	242	8004 LIBRARY	REPAIR & MAINT SUPPLIES	BROOM	7.34
198118	5/1/2015	AMAZON.COM	242	7912 LIBRARY	FOUNDATION - COLLECTION	AUDIO CD	9.72
198118	5/1/2015	AMAZON.COM	242	8000 LIBRARY	SUPPLIES	BOOK SUPPLIES	9.80
198118	5/1/2015	AMAZON.COM	242	7912 LIBRARY	FOUNDATION - COLLECTION	PUBICATION	11.04
198118	5/1/2015	AMAZON.COM	242	7912 LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	15.10
198118	5/1/2015	AMAZON.COM	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD	16.88
198118	5/1/2015	AMAZON.COM	242	8012 LIBRARY	SMALL TOOLS, FURN & EQUIP	IPAD SECURITY CABLES	39.96
198118	5/1/2015	AMAZON.COM	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD'S	42.16
198118	5/1/2015	AMAZON.COM	242	8000 LIBRARY	SUPPLIES	USB FOR RESALE	54.69
198118	5/1/2015	AMAZON.COM	242	7912 LIBRARY	FOUNDATION - COLLECTION	PUBLICATION	56.90
198118	5/1/2015	AMAZON.COM	242	8000 LIBRARY	SUPPLIES	DUCT TAPE	68.88
198118	5/1/2015	AMAZON.COM	242	8000 LIBRARY	SUPPLIES	IPAD COVERS	68.92
198118	5/1/2015	AMAZON.COM	242	8000 LIBRARY	SUPPLIES	BOOK SUPPLIES	96.50
198118	5/1/2015	AMAZON.COM	242	8000 LIBRARY	SUPPLIES	USB FOR RESALE	106.98
198118	5/1/2015	AMAZON.COM	242	8012 LIBRARY	SMALL TOOLS, FURN & EQUIP	DESKTOP POSTAGE MACHINE	239.94
198118	5/1/2015	AMAZON.COM	242	8000 LIBRARY	SUPPLIES	USB FOR RESALE	265.00
198118	5/1/2015	AMAZON.COM	242	8900 LIBRARY	FURNITURE & EQUIPMENT	PAPER FOLDER	701.50
						TOTAL CHECK	1,516.89
198121	5/1/2015	BAKER & TAYLOR ENTERTAINMENT	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD	16.18
198121	5/1/2015	BAKER & TAYLOR ENTERTAINMENT	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD	21.82
198121	5/1/2015	BAKER & TAYLOR ENTERTAINMENT	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD	32.39
198121	5/1/2015	BAKER & TAYLOR ENTERTAINMENT	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD'S	32.99
198121	5/1/2015	BAKER & TAYLOR ENTERTAINMENT	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD'S	36.38
198121	5/1/2015	BAKER & TAYLOR ENTERTAINMENT	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD	36.43
198121	5/1/2015	BAKER & TAYLOR ENTERTAINMENT	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD	40.50
198121	5/1/2015	BAKER & TAYLOR ENTERTAINMENT	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD'S	62.66
198121	5/1/2015	BAKER & TAYLOR ENTERTAINMENT	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD'S	67.13
198121	5/1/2015	BAKER & TAYLOR ENTERTAINMENT	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD'S	72.83
198121	5/1/2015	BAKER & TAYLOR ENTERTAINMENT	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD'S	83.71
198121	5/1/2015	BAKER & TAYLOR ENTERTAINMENT	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD'S	97.16
198121	5/1/2015	BAKER & TAYLOR ENTERTAINMENT	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD'S	135.39
198121	5/1/2015	BAKER & TAYLOR ENTERTAINMENT	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD'S	140.01
198121	5/1/2015	BAKER & TAYLOR ENTERTAINMENT	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD'S	162.71
198121	5/1/2015	BAKER & TAYLOR ENTERTAINMENT	242	7912 LIBRARY	FOUNDATION - COLLECTION	DVD'S	183.20
						TOTAL CHECK	1,221.49

RANCHO MIRAGE LIBRARY
4/25/15 TO 5/8/15
CHECK REGISTER

CHECK	DATE	VENDOR			DIVISION	ACCOUNT	DESCRIPTION	AMOUNT
198123	5/1/2015	JASON K BRUECKS	242	7910	LIBRARY	FOUNDATION - PROGRAMS	HONORARIUM 5/4/15	300.00
198123	5/1/2015	JASON K BRUECKS	242	7910	LIBRARY	FOUNDATION - PROGRAMS	HONORARIUM 5/11/15	300.00
198123	5/1/2015	JASON K BRUECKS	242	7910	LIBRARY	FOUNDATION - PROGRAMS	HONORARIUM 5/18/15	300.00
							TOTAL CHECK	900.00
198127	5/1/2015	CALIFA GROUP	242	7912	LIBRARY	FOUNDATION - COLLECTION	HERITAGE.COM PE 4/16	784.00
198127	5/1/2015	CALIFA GROUP	242	7912	LIBRARY	FOUNDATION - COLLECTION	CULTURAL GRAMS PE 4/16	1,055.00
198127	5/1/2015	CALIFA GROUP	242	7912	LIBRARY	FOUNDATION - COLLECTION	ANCENSTRY.COM PE 4/16	1,152.00
							TOTAL CHECK	2,991.00
198128	5/1/2015	CALIFORNIA PUBLIC EMPLOYEES'	242	7200	LIBRARY	GROUP INSURANCE-MEDICAL	MEDICAL 5/15	15,633.70
							TOTAL CHECK	15,633.70
198131	5/1/2015	COACHELLA VALLEY WATER DISTRICT	242	7606	LIBRARY	WATER	SERVICE PE 4/21/15	15.00
198131	5/1/2015	COACHELLA VALLEY WATER DISTRICT	242	7606	LIBRARY	WATER	SERVICE PE 4/21/15	247.01
							TOTAL CHECK	262.01
198136	5/1/2015	DISPLAY SALES	242	8004	LIBRARY	REPAIR & MAINT SUPPLIES	US & STATE FLAGS	206.42
							TOTAL CHECK	206.42
198137	5/1/2015	DOROTHEE BRYMAN	243	7400	LIBRARY FOUNDATION	PROFESSIONAL/TECHNICAL	ADMIN SERVICES 4/15	600.00
							TOTAL CHECK	600.00
198141	5/1/2015	GARY FREEL	242	7910	LIBRARY	FOUNDATION - PROGRAMS	PIANO TUNING & CLEAN 4/11	125.00
198141	5/1/2015	GARY FREEL	242	7910	LIBRARY	FOUNDATION - PROGRAMS	PIANO TUNING & CLEAN 4/14	125.00
							TOTAL CHECK	250.00
198142	5/1/2015	FULTON DISTRIBUTING	242	8000	LIBRARY	SUPPLIES	JANITORIAL SUPPLIES	367.02
							TOTAL CHECK	367.02
198143	5/1/2015	GALE GROUP	242	7910	LIBRARY	FOUNDATION - PROGRAMS	PUBLICATIONS	25.10
198143	5/1/2015	GALE GROUP	242	7910	LIBRARY	FOUNDATION - PROGRAMS	PUBLICATIONS	26.45
198143	5/1/2015	GALE GROUP	242	7910	LIBRARY	FOUNDATION - PROGRAMS	PUBLICATIONS	51.39
198143	5/1/2015	GALE GROUP	242	7910	LIBRARY	FOUNDATION - PROGRAMS	PUBLICATIONS	82.38
							TOTAL CHECK	185.32
198145	5/1/2015	JESSIE S. HERNANDEZ	242	7200	LIBRARY	GROUP INSURANCE-MEDICAL	REIMBURSE MEDICAL 5/15	539.50
							TOTAL CHECK	539.50

RANCHO MIRAGE LIBRARY
4/25/15 TO 5/8/15
CHECK REGISTER

CHECK	DATE	VENDOR			DIVISION	ACCOUNT	DESCRIPTION	AMOUNT
198147	5/1/2015	ILLINOIS LIBRARY ASSOCIATION	242	7914	LIBRARY	FOUNDATION - READING CLUB	2015 SUMMER READING CLUB TOTAL CHECK	3,178.04 3,178.04
198151	5/1/2015	JOHNSON POWER SYSTEMS	242	7612	LIBRARY	MAINTENANCE	GENERATOR REPAIR 4/7/15	563.80
198151	5/1/2015	JOHNSON POWER SYSTEMS	242	7612	LIBRARY	MAINTENANCE	GENERATOR REPAIR 3/25/15 TOTAL CHECK	1,820.00 2,383.80
198152	5/1/2015	TOM JOHNSON	242	7200	LIBRARY	GROUP INSURANCE-MEDICAL	REIMBURSE MEDICAL 5/15 TOTAL CHECK	539.50 539.50
198154	5/1/2015	LA SALLE LIGHTING SERVICES	242	7612	LIBRARY	MAINTENANCE	LIGHT INSPEC SVC 4/23/15 TOTAL CHECK	172.85 172.85
198156	5/1/2015	MIDWEST TAPE	242	7912	LIBRARY	FOUNDATION - COLLECTION	CD BOOKS TOTAL CHECK	12.49 12.49
198158	5/1/2015	OFFICE DEPOT	242	8000	LIBRARY	SUPPLIES	PENCILS	4.99
198158	5/1/2015	OFFICE DEPOT	242	8000	LIBRARY	SUPPLIES	PLANNER	26.99
198158	5/1/2015	OFFICE DEPOT	242	8000	LIBRARY	SUPPLIES	DIVIDERS & BINDERS	62.69
198158	5/1/2015	OFFICE DEPOT	242	8000	LIBRARY	SUPPLIES	PAPER, BINDERS & FOLDERS	63.32
198158	5/1/2015	OFFICE DEPOT	242	8000	LIBRARY	SUPPLIES	BINDERS & TAB SETS	97.63
198158	5/1/2015	OFFICE DEPOT	242	8000	LIBRARY	SUPPLIES	TONER	109.03
198158	5/1/2015	OFFICE DEPOT	242	8000	LIBRARY	SUPPLIES	KITCHEN SUPPLIES & PAPER	248.46
198158	5/1/2015	OFFICE DEPOT	242	8000	LIBRARY	SUPPLIES	NOTE PADS & TONERS TOTAL CHECK	576.98 1,190.09
198159	5/1/2015	OFFICE TEAM	242	7444	LIBRARY	TEMPORARY AGENCY SERVICES	M. WELTON PE 4/10/15	58.50
198159	5/1/2015	OFFICE TEAM	242	7444	LIBRARY	TEMPORARY AGENCY SERVICES	M. WELTON PE 4/10/15 TOTAL CHECK	560.82 619.32
198160	5/1/2015	ON TRAC	242	8000	LIBRARY	SUPPLIES	OVERNIGHT SHIPPING TOTAL CHECK	14.36 14.36
198161	5/1/2015	OVERDRIVE INC	242	8008	LIBRARY	LIBRARY MATERIALS	E-AUDIO BOOKS	187.97
198161	5/1/2015	OVERDRIVE INC	242	8008	LIBRARY	LIBRARY MATERIALS	MARC RECORDS PE 3/15	223.50
198161	5/1/2015	OVERDRIVE INC	242	8008	LIBRARY	LIBRARY MATERIALS	E-AUDIO & E-BOOKS	225.98
198161	5/1/2015	OVERDRIVE INC	242	8008	LIBRARY	LIBRARY MATERIALS	E-AUDIO & E-BOOKS	373.97
198161	5/1/2015	OVERDRIVE INC	242	8008	LIBRARY	LIBRARY MATERIALS	E-BOOKS	379.93
198161	5/1/2015	OVERDRIVE INC	242	8008	LIBRARY	LIBRARY MATERIALS	E-AUDIO BOOKS	595.97
198161	5/1/2015	OVERDRIVE INC	242	8008	LIBRARY	LIBRARY MATERIALS	E-BOOKS	1,533.37

RANCHO MIRAGE LIBRARY
4/25/15 TO 5/8/15
CHECK REGISTER

CHECK	DATE	VENDOR			DIVISION	ACCOUNT	DESCRIPTION	AMOUNT
							TOTAL CHECK	3,520.69
198169	5/1/2015	PLANT MASTERS INC	242	7612	LIBRARY	MAINTENANCE	SERVICE 4/15	125.00
							TOTAL CHECK	125.00
198174	5/1/2015	PROVISION FIRST AID AND SAFETY	242	8000	LIBRARY	SUPPLIES	FIRST AID SUPPLIES	91.79
							TOTAL CHECK	91.79
198175	5/1/2015	PUBLIC ENTITY RISK MANAGEMENT	242	7250	LIBRARY	WORKERS' COMPENSATION	WORKERS COMP QE 6/15	2,381.73
							TOTAL CHECK	2,381.73
198176	5/1/2015	RECORDED BOOKS LLC	242	7912	LIBRARY	FOUNDATION - COLLECTION	CD BOOKS	15.02
198176	5/1/2015	RECORDED BOOKS LLC	242	7912	LIBRARY	FOUNDATION - COLLECTION	CD BOOK	37.75
198176	5/1/2015	RECORDED BOOKS LLC	242	7912	LIBRARY	FOUNDATION - COLLECTION	DVD	44.93
198176	5/1/2015	RECORDED BOOKS LLC	242	7912	LIBRARY	FOUNDATION - COLLECTION	CD BOOK	99.87
198176	5/1/2015	RECORDED BOOKS LLC	242	7912	LIBRARY	FOUNDATION - COLLECTION	CD BOOKS	258.32
							TOTAL CHECK	455.89
198181	5/1/2015	RONALD M. SHARROW	242	7910	LIBRARY	FOUNDATION - PROGRAMS	HONORARIUM 4/28/15	250.00
							TOTAL CHECK	250.00
198182	5/1/2015	SHOWCASES	242	8000	LIBRARY	SUPPLIES	BOOK SUPPLIES	14.36
198182	5/1/2015	SHOWCASES	242	8000	LIBRARY	SUPPLIES	BOOK SUPPLIES	161.46
							TOTAL CHECK	175.82
198184	5/1/2015	SOOK LEE	242	7910	LIBRARY	FOUNDATION - PROGRAMS	HONORARIUM 4/14/15	125.00
							TOTAL CHECK	125.00
198192	5/1/2015	TECH LOGIC CORPORATION	242	8000	LIBRARY	SUPPLIES	OVERNIGHT SHIPPING PART	103.68
							TOTAL CHECK	103.68
198194	5/1/2015	TIME WARNER CABLE	242	7826	LIBRARY	INTERNET ACCESS & SERVICE	INTERNET ACCESS PE 4/29/1	3,391.26
							TOTAL CHECK	3,391.26
198201	5/1/2015	WILLIAM BUTLER	242	7910	LIBRARY	FOUNDATION - PROGRAMS	HONORARIUM 4/29/15	250.00
198201	5/1/2015	WILLIAM BUTLER	242	7910	LIBRARY	FOUNDATION - PROGRAMS	HONORARIUM 4/15/15	250.00
							TOTAL CHECK	500.00
198202	5/1/2015	XEROX CORPORATION	242	8220	LIBRARY	LEASE PAYMENTS	LEASE & USAGE PE 3/30/15	219.39
198202	5/1/2015	XEROX CORPORATION	242	8220	LIBRARY	LEASE PAYMENTS	LEASE & USAGE PE 3/30/15	235.61
							TOTAL CHECK	455.00

RANCHO MIRAGE LIBRARY
4/25/15 TO 5/8/15
CHECK REGISTER

CHECK	DATE	VENDOR		DIVISION	ACCOUNT	DESCRIPTION	AMOUNT
198204	5/8/2015	ACE PRINTING COMPANY	242	7910 LIBRARY	FOUNDATION - PROGRAMS	HOCHBERG BOOKLET	293.76
						TOTAL CHECK	293.76
198209	5/8/2015	AT&T	242	7821 LIBRARY	TELEPHONE	SERVICE PE 4/12/15	115.88
198209	5/8/2015	AT&T	242	7821 LIBRARY	TELEPHONE	SERVICE PE 4/12/15	265.04
198209	5/8/2015	AT&T	242	7821 LIBRARY	TELEPHONE	SERVICE PE 3/12/15	435.57
198209	5/8/2015	AT&T	242	7821 LIBRARY	TELEPHONE	SERVICE PE 3/12/15	909.82
						TOTAL CHECK	1,726.31
198216	5/8/2015	CALIFA GROUP	242	7912 LIBRARY	FOUNDATION - COLLECTION	PRESS DISPLAY PE 4/30/16	5,605.00
						TOTAL CHECK	5,605.00
198219	5/8/2015	CHEMSEARCH	242	7612 LIBRARY	MAINTENANCE	COOL TOWER MAINT 4/15	328.69
						TOTAL CHECK	328.69
198242	5/8/2015	JOE HENDERSON	242	7910 LIBRARY	FOUNDATION - PROGRAMS	INTERPRETING SERVICES	100.00
						TOTAL CHECK	100.00
198257	5/8/2015	OFFICE TEAM	242	7444 LIBRARY	TEMPORARY AGENCY SERVICES	K. WELTON PE 4/17/15	618.44
						TOTAL CHECK	618.44
198269	5/8/2015	RACHEL HORWITZ DESIGN GROUP LLC	242	7400 LIBRARY	PROFESSIONAL/TECHNICAL	DESIGN SERVICES 4/15	55.00
198269	5/8/2015	RACHEL HORWITZ DESIGN GROUP LLC	242	7400 LIBRARY	PROFESSIONAL/TECHNICAL	DESIGN SERVICES 4/15	512.50
						TOTAL CHECK	567.50
198275	5/8/2015	RUSLAN KULINOV	242	7402 LIBRARY	CITY PEG CHANNEL	VIDEO EDITING 4/15	643.75
						TOTAL CHECK	643.75
198283	5/8/2015	STEINWAY SOCIETY OF RIVERSIDE CNTY	242	7910 LIBRARY	FOUNDATION - PROGRAMS	HONORARIUM 5/20/15	1,000.00
						TOTAL CHECK	1,000.00
V100576	5/1/2015	BRODART COMPANY	242	7912 LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	12.69
V100576	5/1/2015	BRODART COMPANY	242	7912 LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	16.48
V100576	5/1/2015	BRODART COMPANY	242	7912 LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	16.54
V100576	5/1/2015	BRODART COMPANY	242	7912 LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	20.43
V100576	5/1/2015	BRODART COMPANY	242	7912 LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	24.38
V100576	5/1/2015	BRODART COMPANY	242	7912 LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	25.38
V100576	5/1/2015	BRODART COMPANY	242	7912 LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	26.24
V100576	5/1/2015	BRODART COMPANY	242	7912 LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	28.33
V100576	5/1/2015	BRODART COMPANY	242	7912 LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	29.18

RANCHO MIRAGE LIBRARY
4/25/15 TO 5/8/15
CHECK REGISTER

CHECK	DATE	VENDOR			DIVISION	ACCOUNT	DESCRIPTION	AMOUNT
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	31.12
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	33.69
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	34.05
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	36.55
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	41.78
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	41.80
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	41.85
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	44.61
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	67.46
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	79.77
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	79.92
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	86.58
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	103.41
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	104.14
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	115.30
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	130.98
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	166.25
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	182.08
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	199.50
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	227.32
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	289.07
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	296.45
V100576	5/1/2015	BRODART COMPANY	242	7912	LIBRARY	FOUNDATION - COLLECTION	PUBLICATIONS	359.92
							TOTAL CHECK	2,993.25
V100580	5/1/2015	MISSION LINEN SUPPLY	242	7612	LIBRARY	MAINTENANCE	RESTROOM MATS	43.20
V100580	5/1/2015	MISSION LINEN SUPPLY	242	8002	LIBRARY	EQUIPMENT RENTAL	MAT CLEANING 4/14/15	10.63
V100580	5/1/2015	MISSION LINEN SUPPLY	242	8002	LIBRARY	EQUIPMENT RENTAL	MAT CLEANING 4/21/15	19.63
							TOTAL CHECK	73.46
V100588	5/8/2015	SUSAN COOK	242	7910	LIBRARY	FOUNDATION - PROGRAMS	PROGRAM REFRESHMENTS	79.71
							TOTAL CHECK	79.71
V100593	5/8/2015	NEWPORT SUPPLIES	242	7612	LIBRARY	MAINTENANCE	LIGHTING SUPPLIES	1,077.72
							TOTAL CHECK	1,077.72
							TOTAL REPORT	66,820.58



We hereby accept as filed checks numbered 198139 thru 198197 in the amount of:

Library – Writers Festival \$ 7,353.33

ordered paid as stated below.

Date: May 21, 2015

Mayor

DEMANDS\DEMLIB

ADMINISTRATION	DEVELOPMENT SERVICES	FINANCE	HOUSING	PUBLIC LIBRARY	PUBLIC WORKS
Tel. 1.760.324.4511	Tel. 1.760.324.4511	Tel. 1.760.770.3207	Tel. 1.760.770.3210	Tel. 1.760.341.7323	Tel. 1.760.770.3224
Fax. 1.760.324.8830	Fax. 1.760.202.4792	Fax. 1.760.324.0528	Fax. 1.760.324.1617	Fax. 1.760.341.5213	Fax. 1.760.770.3261

69-825 HIGHWAY 111 / RANCHO MIRAGE, CA 92270

www.RanchoMirageCA.gov

www.RelaxRanchoMirage.com

RANCHO MIRAGE WRITERS FESTIVAL
4/25/15 TO 5/8/15
CHECK REGISTER

CHECK	DATE	VENDOR			DIVISION	ACCOUNT	DESCRIPTION	AMOUNT
198139	5/1/2015	FEDERAL EXPRESS CORPORATION	244	8000	WRITERS FESTIVAL FUND	SUPPLIES	EXPRESS MAIL PE 1/22/15	103.33
							TOTAL CHECK	103.33
198163	5/1/2015	PENGUIN RANDOM HOUSE SPEAKERS* *BUREAU	244	7910	WRITERS FESTIVAL FUND	FOUNDATION - PROGRAMS	2016 RMWF HONORARIUM - KLAY	6,250.00
							TOTAL CHECK	6,250.00
198197	5/1/2015	TYRONE HOFMANN	244	7400	WRITERS FESTIVAL FUND	PROFESSIONAL/TECHNICAL	ADMIN SERVICE 4/15	1,000.00
							TOTAL CHECK	1,000.00
							TOTAL REPORT	7,353.33



STAFF REPORT

TO: City Council

DATE: May 21, 2015

FROM: Britt W. Wilson, *BWW* Management Analyst

SUBJECT: Consideration of designating the home at 71475 Kaye Ballard Lane as an Historic Resource

SPECIFIC REQUEST OR RECOMMENDATION:

The Historic Preservation Commission recommends that the City Council adopt Resolution No. 2015- _____ approving the designation of 71475 Kaye Ballard Lane as an Historic Resource pursuant to Rancho Mirage Municipal Code Chapter 15.27.

JUSTIFICATION OR INFORMATION:

Property Information

The subject property is located on the south side of Kaye Ballard Lane between Desert Sun Drive and Kersten Road. The single story residence was built in 1955 and is owned by Ms. Kaye Ballard, Hollywood personality (actress/singer). The architect is unknown but the home was reportedly built for Desi Arnaz, another Hollywood personality. Ms. Ballard reports that she bought the home from Desi Arnaz and that he lived in the home with many Hollywood stars coming and going over the years to the home. Substantial remodeling of the home has occurred since Ms. Ballard has owned the home. In its current configuration, the residence has 2,094 square feet with three bedrooms, one (1) full and one (1) three-quarter bathrooms on a 10,019 square foot lot. This home is not included in the citywide 2003 historic resources survey conducted by Leslie Heumann & Associates for the City.

Nomination

The Historic Preservation Commission (HPC) toured the residence on December 9, 2014 and saw no architectural merit in the property but did recognize the "Hollywood connection" of Desi Arnaz and Kaye Ballard which qualifies the property under the criteria of "association with persons that have made a meaningful contribution to the city..." To that end, the Commission asked staff to proceed with the nomination process which includes public hearings before the HPC

City Council Action:

Approved as Requested: _____

Referred to: _____

AGENDA ITEM #

Approved as Amended: _____

For: _____

Denied: _____

Cont. to Agenda of: _____

Other: _____

Hearing Set: _____

8 - 1

JUSTIFICATION OR INFORMATION CONTINUED:

and, ultimately, the City Council. In accordance with the City municipal code, public hearing notices for the HPC public hearing were mailed to: the subject property owners and all other property owners within 500 feet of the properties; posted at City Hall; and, published in the newspaper. The HPC public hearing was held on April 14, 2015 meeting at which time testimony (written and oral) was given.

One resident sent a letter (attached) objecting to the nomination (citing architectural issues) and seemingly reporting that Desi Arnaz lived in the home that was torn down on her own property. In addition to Ms. Ballard's testimony and information provided to staff about Desi Arnaz having lived in her home, staff and the HPC Chairwoman provided additional materials which seem to verify Ms. Ballard's claim. Those sources include pages from a publication on the Rancho Mirage Chamber of Commerce website and pages from The Best Guide Ever to Palm Springs Celebrity Homes (attached). The HPC did not request formal research of the property (e.g. an historic survey/research). It should be pointed out that another property owner in the area claims his property (not necessarily house) was owned by Desi Arnaz. Mr. Arnaz probably invested in this development at the beginning so his name is associated with several homes/parcels of land but staff and the HPC feel there is sufficient evidence to indicate that Mr. Araz did live at the home currently owned by Ms. Ballard.

At their April 14th meeting, after taking testimony, the HPC voted to recommend to the City Council that they adopt a resolution designating the home at 41745 Kaye Ballard Lane as an historic resource.

Staff sent out public hearing notices per the municipal code (as outlined above) for the City Council public hearing on May 21, 2015 and as of this writing has received no comments.

Criteria

Rancho Mirage Municipal Code Section 15.27.070 (B) provides that the City may find a particular structure to be a local historical resource upon finding one or more of specific criteria are met. For this property, the relevant criteria finding is association with persons:

- The subject structure or site signifies an historical event or is associated with persons or events that have made a

JUSTIFICATION OR INFORMATION CONTINUED:

meaningful contribution to the City, state or nation. (Rancho Mirage Municipal Code §15.27.070 (B)(5))

This home's connection to Desi Arnaz and Kaye Ballard makes it important to the City's history and the whole aura of the Hollywood connection to the desert. Ms. Ballard told several stories of Hollywood stars being at the home at the April 14th HPC meeting.

National Register Eligibility

The Rancho Mirage Municipal Code § 15.27.050 (G), requires staff to "provide an opinion as to whether the nominated property does appear to qualify for listing with the National Register." Utilizing the National Register Bulletin - "How to Apply the National Register Criteria for Evaluation", staff opines that this home does not appear eligible for the National Register. The Bulletin points out "A property is not eligible if its only justification for significance is that it was owned or used by an identifiable person who is a member of an identifiable profession, class, or social or ethnic group." Further, the Bulletin indicates "Properties eligible...are usually those associated with a person's productive life." Staff does not believe there is significant association between Mr. Arnaz/Miss Ballard and the home to rise to the level of national significance. Finally, properties associated with living persons are usually not eligible for inclusion in the National Register. For the aforementioned reasons, staff's opinion is that this property does not appear to be eligible for the National Register.

As of this date, the City Council has designated 55 structures as Historic Resources; if designated by the City Council, this property would become the City's 56th historic designated resource.

Attachments

1. Proposed Resolution
 2. Consent letter dated 2/17/15 from homeowner
 3. Letter Objecting to Nomination submitted to HPC
 4. Documents related to provenience of Mr. Arnaz living at the house
 5. Aerial photograph
 6. Subject Property photographs
-

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Rancho Mirage
Attn: City Clerk
69-825 Highway 111
Rancho Mirage, California 92270

With a copy to:

Kaye Ballard
71475 Kaye Ballard Lane
Rancho Mirage, CA 92270

APN: 688-253-002

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

(Exempt from recording fees pursuant to Government Code Sections 6103 and 27383)

RESOLUTION NO. _____

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
RANCHO MIRAGE DESIGNATING THE RESIDENTIAL HOME
LOCATED AT 71475 KAYE BALLARD LANE, RANCHO
MIRAGE, CALIFORNIA (ASSESSOR PARCEL NUMBER 688-
253-002) AN HISTORICAL RESOURCE**

WHEREAS, pursuant to Rancho Mirage Municipal Code ("RMMC") Section 15.27.050 "Historical Resource - Nominations," the Rancho Mirage Historic Preservation Commission ("Commission"), after a duly noticed public hearing, caused the issuance of a report directed to the City Council stating its findings and recommendations in support of the designation of the house ("Subject Property") located at 71475 Kaye Ballard Lane, Rancho Mirage, California (Assessor Parcel Number 688-253-002) as an Historical Resource; and

WHEREAS, the Subject Property is owned by Kaye Ballard and has a legal description of Lot 5 MB 028/028 DESERT SUN RANCH, Rancho Mirage; and

WHEREAS, the Commission determined that the Subject Property met the requisite criteria set forth in RMMC section 15.27.070 "Historical Resource - Criteria" to qualify as a designated Historical Resource; and

WHEREAS, pursuant to RMMC Section 15.27.050 "Historical Resource - Nominations," the Rancho Mirage City Council considered the Commission's report at duly noticed public hearing.

NOW, THEREFORE, be it resolved by the City Council of the City of Rancho Mirage as follows:

Section 1. Recitals.

That the recitals set forth above are true and correct.

Section 2. Historical Resource Designation.

That the house located at 71475 Kaye Ballard Lane, Rancho Mirage, California (Assessor Parcel Number 688-253-002) is hereby designated as an Historical Resource, subject to all of the applicable provisions set forth in RMMC Chapter 15.27 "Historic Preservation Program," as may be subsequently amended.

Section 3. Severability.

That the City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

Section 4. Effective Date.

That this Resolution shall take effect upon its adoption.

Section 5. Certification.

That the City Clerk shall certify as to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

Section 6. Recordation.

That the City Clerk, pursuant to RMMC Section 15.27.050 J, record this Resolution with the Riverside County Recorder's Office.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

PASSED, APPROVED AND ADOPTED this _____ day of
_____, 2015.

G. Dana Hobart, Mayor

ATTEST:

Cynthia Scott, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City
Attorney

CITY OF RANCHO MIRAGE



February 12, 2015

Ms. Kaye Ballard
71475 Kaye Ballard Lane
Rancho Mirage, CA 92270

Re: Historic Designation, 71475 Kaye Ballard Lane

Dear Ms. Ballard:

As you know the City of Rancho Mirage Historic Preservation Commission toured your property located at *71475 Kaye Ballard Lane* on December 9, 2014 after having made contact with you. After touring, the Commission felt that your home met certain historic criteria and may potentially be eligible for nomination as a historic resource under the City's local historic register. The criterion is based upon the subject structure and site being associated with a persons or events that have made a meaningful contribution to the city.

If your home is ultimately designated as an historic resource, in addition to having the historic resource designation/recognition and a bronze plaque provided by the City, you may be eligible for a reduction in your property taxes if you enter into a Mills Act contract with the City (please refer to enclosed document on the Mills Act). If your home is designated historic, you will be required to maintain its historical character and integrity. If any work on your home requires a building permit, the City will review the building permit request to be sure the proposed works does not impact the historical character/integrity of your home. This relates to the outside of your home only, not any interior work.

The City's municipal code nomination process indicates that "Within fifteen days of receiving notification that a structure or site has been nominated to be an historical resource, the owner of such structure or site shall advise the city, in writing, that he or she accepts or declines the nomination. A failure to respond shall be treated as an acceptance of the nomination until and unless the current or subsequent owner notifies the city that he or she requests removal from the list of historical resources."

Please indicate your consent/non-consent to the nomination and return a copy of this letter to the City within 15 days:

☒ I consent to the nomination:

Kaye Ballard
Signature

2/17/15
Date

ADMINISTRATION
Tel. 1.760.324.4511
Fax. 1.760.324.8830

COMMUNITY DEVELOPMENT
Tel. 1.760.328.2266
Fax. 1.760.324.9851

FINANCE
Tel. 1.760.770.3207
Fax. 1.760.324.0528

HOUSING AUTHORITY
Tel. 1.760.770.3210
Fax. 1.760.341.6793

PUBLIC LIBRARY
Tel. 1.760.341.7323
Fax. 1.760.341.5213

PUBLIC WORKS
Tel. 1.760.770.3224
Fax. 1.760.770.3261



February 12, 2015
Ms. Kaye Ballard
Historic Nomination 71475 Kaye Ballard Lane

☐ I do not consent to the nomination:

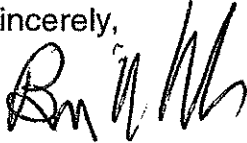
Signature

Date

If the nomination is deemed approved (either by you signing this form and returning it to the City or, failing to return it within 15 days), it is anticipated that the Public Hearing for the Historic Preservation Commission will be on April 14, 2015 and the Public Hearing before the City Council on May 21, 2015. You will receive notification of the public hearings once they are confirmed. If you do not consent to the nomination and advise us in writing by returning this form so indicated, the City will take no further action in regards to the nomination of your house.

Thank you for your interest in historic preservation. If you have any questions, please contact me at Brittw@ranchomirageca.gov or (760) 324-4511.

Sincerely,



Britt W. Wilson
Historic Preservation Coordinator

April 2, 2015

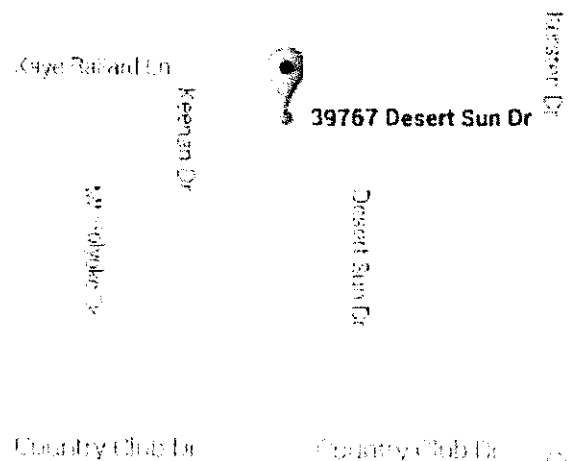
Ms. Carol A. Leibowitz, Chair
Rancho Mirage Historic Preservation Commission
Rancho Mirage City Hall
69-825 Highway 111
Rancho Mirage, CA 92270

Re: Nomination of 71475 Kaye Ballard Lane for designation as historic resource

Dear Ms. Leibowitz:

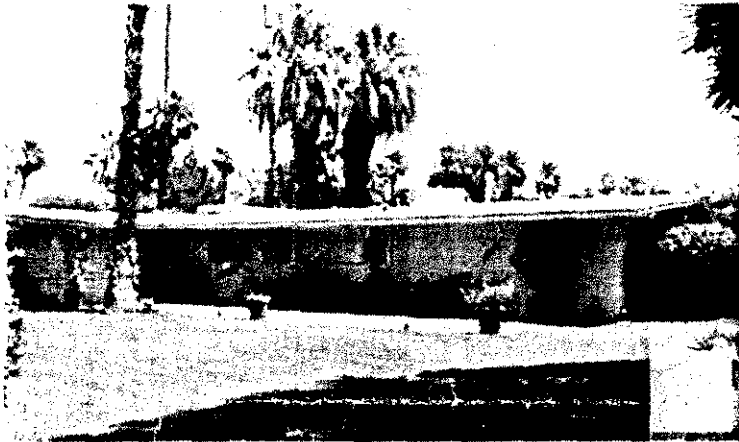
I am writing regarding the April 14, 2015 Historic Preservation Commission hearing to determine whether 71475 Kaye Ballard Lane meets criteria for designation as an historic resource.

When the commission makes its decision, please consider the following information:



1. In 2004, the Historic Preservation Commission added the Kenistan Residence at the corner of Kaye Ballard Lane and Desert Sun Drive to the list of historic resources.

It was built in 1957 by iconic mid-century architect E. Stewart Williams, who also is known for designing desert offices, banks, and civic buildings. It is on the market for \$2.5 million.



Kaye Ballard Ln

71469 Kaye Ballard Ln

1st St

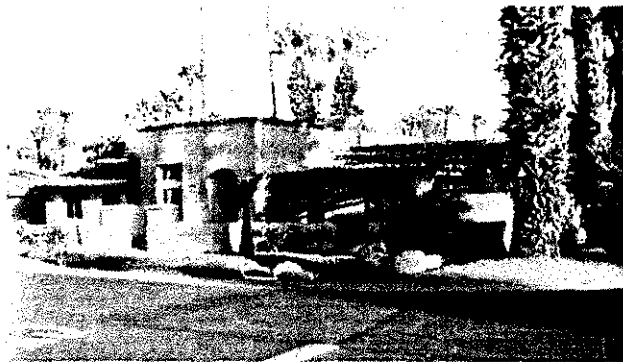
Country Club Dr

Country Club

2. In 2013, the city of Rancho Mirage determined that the house at 71469 Kaye Ballard Lane—adjacent to 71475 Kaye Ballard Lane and built in 1955—had no historic value though it is the first desert house that Lucille Ball and Desi Arnaz owned and lived in.

I purchased the property in 2012, razed the original building, and built this contemporary Spanish home designed by architect Robyn Ritchey.

It exceeds all green building codes and uses much of the lumber salvaged from the original house.



3. The house at 71469 Kaye Ballard Lane, owned by Ms. Kaye Ballard, also was built in 1955 and is the only home in the immediate neighborhood that has not been replaced by new construction. It is not architecturally significant nor does it provide aesthetic value to the neighborhood.

To call this an historic resource might accommodate the vanity of the owner. However, doing so also would do a great injustice to future owners who would like to build something aesthetically pleasing and environmentally responsible.



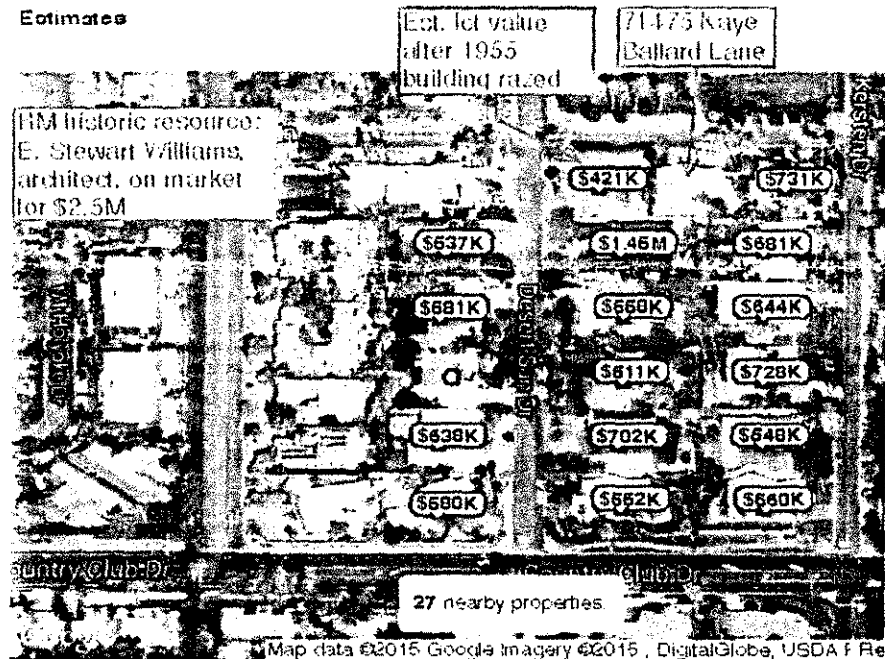
April 2, 2015

Ms. Carol Leibowitz

4. According to real estate websites, Ms. Ballard's property has a resale value of between \$420K and \$510K—essentially the value of the lot.

I appreciate that Ms. Ballard wants to be remembered, as we all do. Unlike Lucille Ball, who was an honorary mayor of Rancho Mirage and whose own first desert home has been replaced, Ms. Ballard already has a street named after her.

Estimates around 71475 Kaye Ballard Ln



To name her residence as an historical resource is to confuse "historical" with "hysterical." Please don't hold future owners hostage to what is merely outdated.

Thank you for your consideration.

Regards,

Barbara Gibson
71469 Kaye Ballard Lane
Rancho Mirage, CA 92270

cc: Robert G. Berg, Jr. ✓
Ray Keller
Robert Zafran

Rancho Mirage....

Just A Little Touch of Star Quality

The desert has attracted Hollywood celebrities since the time before talking motion pictures. Many people have come to associate movie stars with Palm Springs, but many celebrities had a connection to Rancho Mirage from the early days of its settlement. Today, some of Rancho Mirage's main thoroughfares and streets prestigiously bear some famous names. Here's a look at the people behind the names.

Bob Hope Drive Many first-time visitors to Rancho Mirage stop at the Chamber wanting to know where Bob Hope's house is on Bob Hope Drive. The popular funnyman, who is most often associated with Palm Springs, and who served as honorary mayor of that city, never lived in Rancho Mirage.

Bob Hope was already a Broadway and radio star when he first visited the desert in 1937 and bought his first Palm Springs house in 1941. Hope had his film debut in *The Big Broadcast* of 1938, where he intro-

duced the song, *Thanks For The Memories*.

Bob Hope became beloved to millions through his efforts to entertain and boost the morale of troops fighting overseas during WWII. He continued to entertain American soldiers in every war and conflict up through the Persian Gulf War.

Hope was well known for his fondness for golf and he enjoyed playing as a member of Thunderbird and Tamarisk Country Clubs. Bob Hope holds the distinction of playing golf with every US President from Dwight Eisenhower to Bill Clinton.

Bob Hope lived to see his 100th birthday in 2003. Rancho Mirage's main north/south thoroughfare was named for Hope after he and wife Dolores donated land (nearly 80 acres), for the building of Eisenhower Medical Center's campus. Bob Hope Drive was formerly known as Rio del Sol Road.

A short one-block section of Rio del Sol Road still exists, south of Highway 111 off of Desert Drive (behind Legacy Home Furnishings).

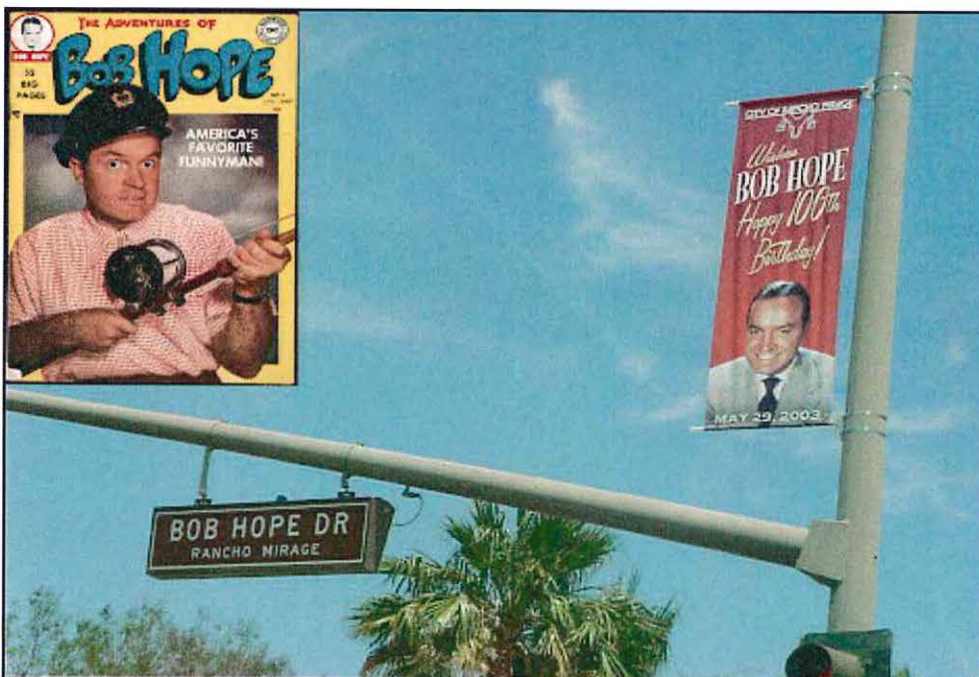


Frank Sinatra Drive Old Blue Eyes loved Rancho Mirage and made his home at Tamarisk Country Club from the early 1950s to the time shortly before his death in 1998. Frank Sinatra is legend and there are hundreds of stories about him in the desert, most about his kindness and selfless giving.

Sinatra's "compound" on Frank Sinatra Drive was the desert refuge for the *Rat Pack*, where they would recharge their batteries, relax in the warmth by Sinatra's pool, and play leisurely games of golf at Tamarisk. Sinatra, Jack Benny, George Burns, Danny Kaye and the Marx Brothers, were some of the leading forces in the formation of Tamarisk Country Club in 1952.

Tamarisk Country Club was formed with few "restrictions" on membership – something that was considered far ahead of its time in the early 1950s.

Frank Sinatra was an ardent supporter of John Kennedy in the 1960 Presidential election. With help he enlisted from his Hollywood friends, Sinatra traveled and campaigned with





Gerald Ford helped to restore dignity to the office of the president in post-Watergate America when many citizens had lost their faith in government.

Gerald Ford Drive – Although never elected, Gerald R. Ford, 38th President of the United States, led the country through some turbulent waters, healing the nation and restoring dignity to the presidency.

President Nixon plucked Ford out of Congress to fill the office of Vice-President when Spiro Agnew (also a Rancho Mirage resident until his death in 1996) pled no contest to income tax evasion and resigned late in 1973.

The specter of the Watergate scandal hung over Ford's nine-month tenure as vice president. When impeachment of the president became imminent, Nixon resigned.

Ford took the oath of office as President of the United States on August 9, 1974, stating, "The long national nightmare is over. Our Constitution works."

After Jimmy Carter narrowly won the Presidential Election of 1976, the Fords moved to Rancho Mirage and built a house at Thunderbird Country Club.

They have been active and adored Rancho Mirage residents. The couple have been involved in many worthy causes in the desert. Ford and his wife Betty were instrumental in all aspects of Eisenhower Medical Center's Betty Ford Clinic, after Mrs. Ford's well-publicized struggle with chemical dependency. Mrs. Ford still speaks to patients and their families at the clinic. Gerald Ford Drive was formerly known as Avenue 36.

Kaye Ballard Lane – The singer/actress/comedienne has lived in Rancho Mirage since 1970. Probably best known for starring on TV's *The Mothers-In-Law* opposite Eve Arden and *The Doris Day Show*, Ballard is a well-known star from Broadway's "Golden Age" and still treads the boards in 2005's "Palm Springs Follies."

The Rancho Mirage Chamber of Commerce selected Kaye Ballard as their Distinguished Citizen of 2004 and the street where she lives was named in her honor in 2003.

Ballard, born to Italian immigrant parents in Cleveland Ohio, was discovered by bandleader Spike Jones. She sang and played both the flute and tuba with his band, most well known for their song parodies.



Kaye Ballard was on the cover of Life Magazine in May 1954 dressed in her costume from "The Golden Apple". Fifty years later, the actress is still performing and starring in the 2005 Palm Springs Follies.

Soon she was in New York, singing in cabarets and performing in musical revues.

Ballard landed the lead role of Helen of Troy in the much ballyhooed 1954 musical *The Golden Apple*, introducing the song, *Lazy Afternoon*, now a standard. Ballard also starred for a two year run in the 1962 Tony Award-winning musical *Carnival*.

Interesting fact: When Desi Arnaz and Lucille Ball divorced in the early 60's, Lucy kept the house in Thunderbird and Desi had a new house built close by. Desi was the Executive Producer of the television series, *The Mothers-In-Law* and worked with Ballard. Desi needed to move to a more humid climate for health reasons and built a house near the ocean and sold the Rancho Mirage house to Ballard in 1970. Kaye Ballard Lane was formerly Mashie Drive.

Andrews Circle – The Andrews Sisters - Patty, Maxine and LaVerne were famous as "girl singers" during the Big Band Era had hits with *Don't Sit Under The Apple Tree*, *Boogie Woogie Bugle Boy* and *Bei Mir Bist Du Schoen*.

They each had a house constructed on this cul-de-sac off of Tamarisk Lane near Tamarisk Country Club.



Facts and Legends of the Village of Palm Springs

The Best Guide Ever to **PALM SPRINGS** **CELEBRITY HOMES**

Lucille Ball

Walt Disney

Kirk Douglas

Judy Garland

Bill Gates

Cary Grant

Bob Hope

Liberace

Marilyn Monroe

Barry Manilow

Ozzy Osbourne

Elvis Presley

Kurt Russell

Frank Sinatra

Suzanne Somers

Elizabeth Taylor

876596

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With over 600
Celebrity Addresses!

ERIC G. MEEKS

Author of *P.S. I Love Lucy*

The Best Guide Ever to Palm Springs Celebrity Homes
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ISBN-13: 978-1479328598

ISBN-10: 1479328596

First Printing

Updated: 10-17-2013

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Most photos were taken by Eric G. Meeks himself.

For a complete list of photo sources, please see the bibliography at the end of the book.

Printed in the Unites States of America

For all my old Palm Sp
Class of 1983, and other Pali
out the years, many of whom
ries of their youth and th
celebrities ov

And for my Dad, Gaylon E
who originally th
Facts and Legends of t
He would have enjoyed help
stories and history

Tha
E

WALTER ANNENBERG
Sunnylands Estate, Rancho Mirage

At the corner of Frank Sinatra Drive and Bob Hope Drive. Publishing magnate who took over his fathers business of publishing a racing form in the 1930's and grew it to outstanding proportion. He was the creator of TV Guide & Seventeen magazines and was married to Leonore Cohn (second marriage) in 1951. Richard Nixon appointed him Ambassador to the United Kingdom from 1969-74. After his Ambassadorship he was made an honorary Knight of the Order of the British Empire, was named an Officer of the French Legion of Honor, and was given a Presidential Medal of Freedom by Ronald Reagan, among other awards. in 1988, Annenberg sold most of his publishing empire to Rupert Murdoch to \$3billion. He died in 2002.

DESI ARNAZ

Thunderbird Country Club, Rancho Mirage
71475 Mashie Drive/71475 Kaye Ballard Lane

Desi and his second wife Edith Hirsh bought this 1955 home in 1963. It has 3 bedrooms 2 baths in 2,094sf and a pool on a 9,583sf lot. He eventually sold it completely furnished to actress Kaye Ballard of the Desilu TV sitcom *Mother's-In-Law* (1967-69) fame and the street was renamed in her honor.

TAMMY FAYE BAKKER & ROE MESSNER
Lake Mirage, Rancho Mirage
72727 Country Club Drive

Tammy faye's second husband, married in 1993, after only divorcing Jim (in jail for fraud) one year earlier. Messner was the developer of The Heritage Park and PTL Church which the Bakkers lost due to Jim's attempt to bribe his mistress Jessica Hahn into silence and fraudulent management and financial tactics being discovered during a hostile takeover by rival televangelist Jerry Falwell. After the fall of PTL, Messner was the largest creditor at the bankruptcy trial, but eventually went to jail for fraudulent claims himself during his own bankruptcy in 1996.

LUCILLE BALL
Thunderbird Country Club
40241

Built in 1955 and bought by Lucille Ball. The 5,705sf home was the private residence of the Ball family in the desert. It is still owned by Lucille Ball's second husband Gary Ball.

KAYE BALLARD
Thunderbird Country Club
71475 Mashie Drive

Actress from *The Mother of Lies*. She divorced Desi in 1970. She lives on Kaye Ballard Lane. She still lives here.

JOHNNY & GARY BALL
Mission Hills-Gary Pines
138 Royal Pines

Johnny Ball's Cincinnati Reds baseball home. He bought it since purchasing it in 2001. The 3,598sf home, built in 2001, has a great fairway view.

CAROL BAKER
Thunderbird Country Club
4 Bc

Hello Dolly actress has owned this home, she lived in Sun Valley.

WILLIAM BRYAN
Th
84393

The actor has owned agricultural land. He has a 2 bed 2 bath 1,509sf home. He also owned restaurants in Los Angeles.

Addresses

WENBERG

Rancho Mirage

Drive and Bob Hope Drive.
his fathers business of pub-
nd grew it to outstanding por-
TV Guide & Seventeen
onore Cohn (second mar-
nted him Ambassador to the
ter his Ambassadorship he
e Order of the British Empire,
h Legion of Honor, and was
edom by Ronald Reagan,
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NAZ

ib, Rancho Mirage Kaye Ballard Lane

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& ROE MESSNER

cho Mirage lub Drive

rried in 1993, after only di-
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nd PTL Church which the
bribe his mistress Jessica
agement and financial tac-
e takeover by rival televan-
L, Messner was the largest
entually went to jail for frad-
bankruptcy in 1996.

Dalm Springs Celebrity Homes

LUCILLE BALL & DESI ARNAZ **Thunderbird Country Club, Rancho Mirage** **40241 Club View Drive**

Built in 1955 and bought brand new by Lucy and Desi, this 5,705sf home was the primary address of Lucy and Desi in the desert. It is still owned by Mary Morton, the widow of Lucille Ball's second husband Gary Morton.

KAYE BALLARD

Thunderbird Country Club, Rancho Mirage **71475 Mashie Drive/71475 Kaye Ballard Lane**

Actress from *The Mother-In-Laws* bought this home fully furnished from Desi in 1970. Address was changed to Kaye Ballard Lane. She still lives here.

JOHNNY & LAUREN BENCH

Mission Hills-Gary Player Course, Rancho Mirage **138 Royal Saint Georges Way**

Cincinatti Reds baseball catcher and his wife have lived here since purchasing it in 2006 for \$1,395,000. It's a 4 bed 5 bath 3,598sf home, built in 2004 on a 17,424sf lot with a pool and a fairway view.

CAROL CHANNING

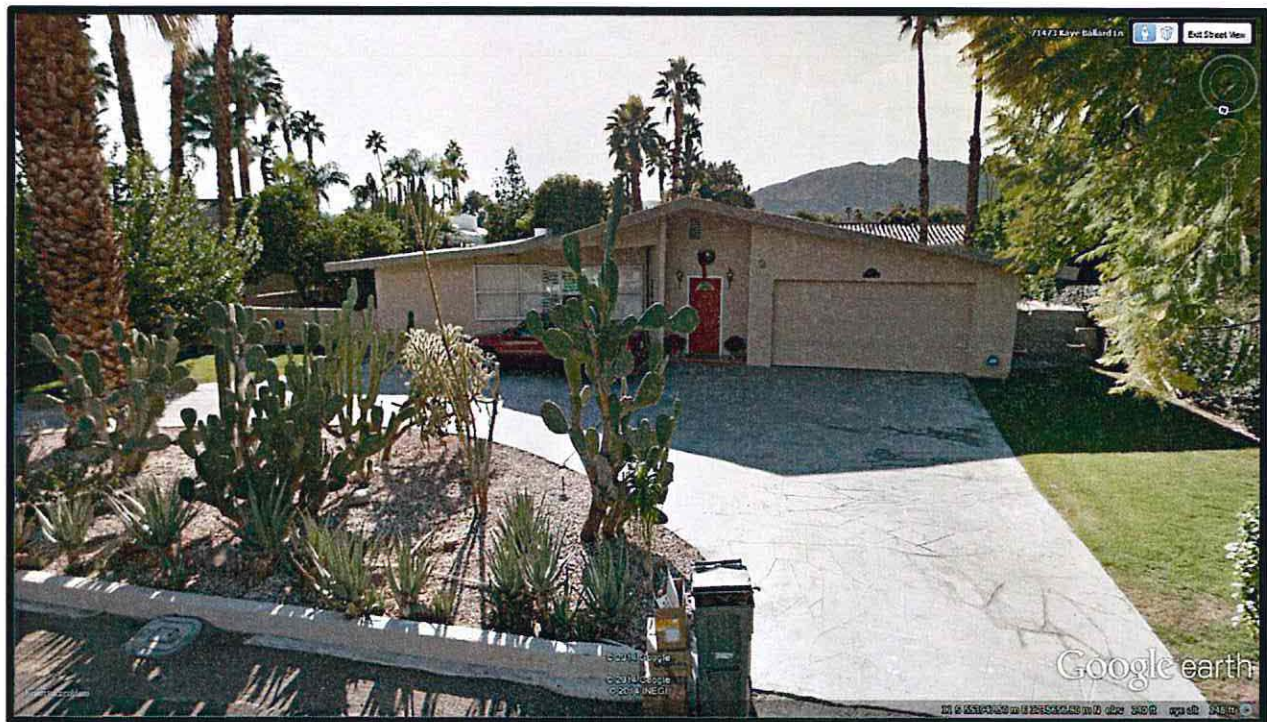
Thunderbird Country Club, Rancho Mirage **4 Boothill Circle**

Hello Dolly actress has owned this home since 2008. Prior to this home, she lived in Sunrise Country Club.

WILLIAM DEVANE

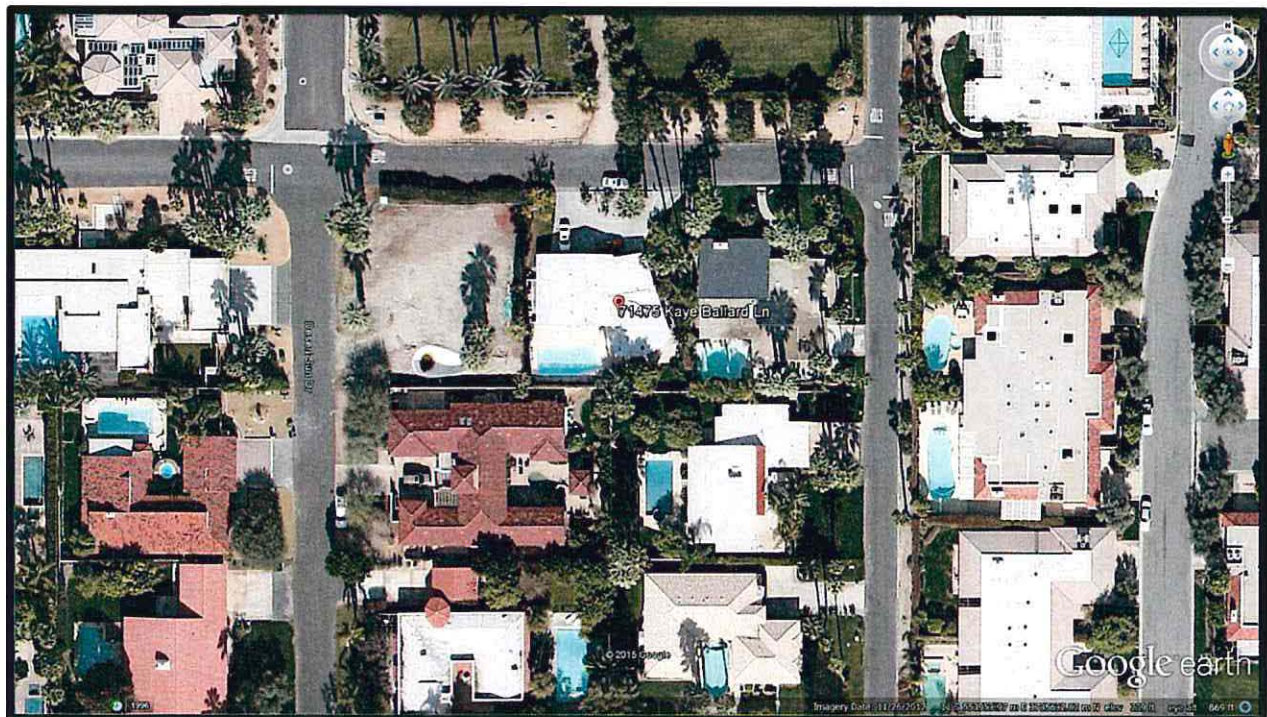
Thermal, CA **84393 61st Avenue**

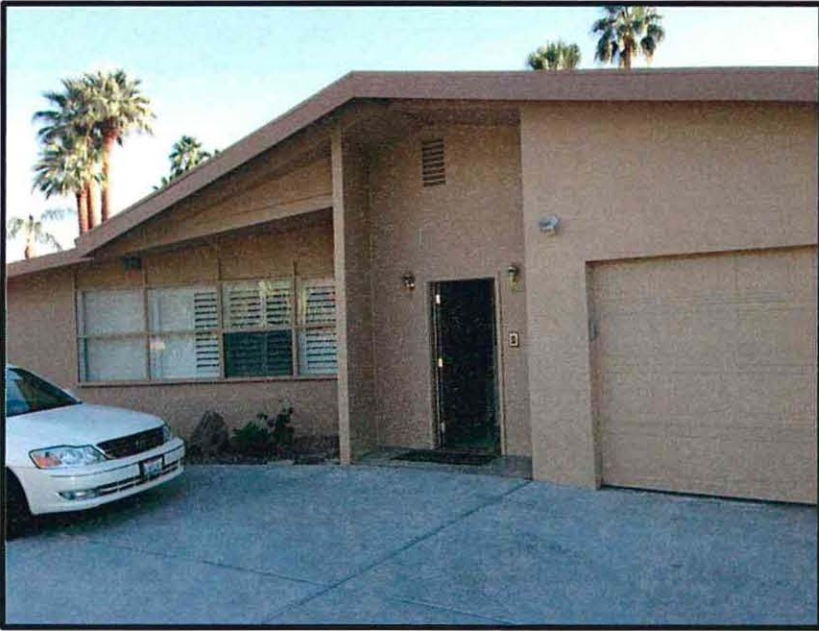
The actor has owned agricultural acreage - nearly 6 acres - with a 2 bed 2 bath 1,509sf home on it since at least 2006. He has also owned restaurants in Indio and La Quinta, now closed.



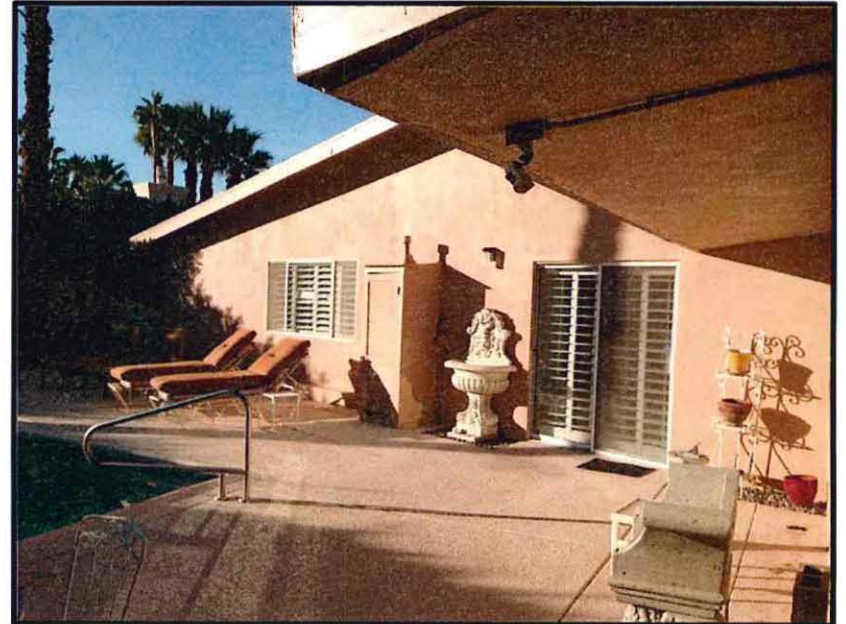
Top Photo: Front elevation of 71475 Kaye Ballard Lane

Bottom Photo: Aerial of 71475 Kaye Ballard Lane





Kaye Ballard home; 71475 Kaye Ballard Lane





STAFF REPORT

DATE: May 21, 2015

TO: City Council/Housing Authority/Library Board

FROM: Cynthia Scott, City Clerk

SUBJECT: Appointments to City Commissions

SPECIFIC REQUEST OR RECOMMENDATION:

- Waive any applicable term limit that may prohibit the service of a Commissioner for another one-year term.
- Appoint members to serve on various City, Housing Authority and Library Board ("City") commissions.

INFORMATION:

As is the process each year, advertisements and notices inviting applications were posted at City Hall and the City Library, published three times during the month of April in the Desert Sun, posted on the City website and sent out by e-blast. The deadline to apply was April 30th at 5:00 p.m. Applications are on file in the City Clerk's office and have been forwarded to City Council for consideration.

TERM LIMITS

All terms for currently seated Commissioners are for one year and expire on June 1, 2015. There is a maximum service limit of four consecutive terms, however, the City Council has the option of voting to waive any term limits that would otherwise prohibit current Commissioners from being reappointed.

CITY COUNCIL, HOUSING AUTHORITY & LIBRARY BOARD COMMISSIONS

With the exception of the Architectural Review Board and the Community Emergency Preparedness Commission, each Council/Board member is afforded one nomination per commission. The Architectural Review Board consists of five members nominated by the Planning Manager and three nominations by the Mayor. The Community Emergency Preparedness Commission consists of 15 members, so each Councilmember has three nominations to offer.

City Council Action:

Approved as Requested: _____
Approved as Amended: _____
Denied: _____
Other: _____

Referred to: _____
For: _____
Cont. to Agenda of: _____
Hearing Set: _____

AGENDA ITEM #

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JUSTIFICATION OR INFORMATION CONTINUED:

Any Councilmember may offer a nomination to an "at large" seat, except where expressly limited to a nomination by the Mayor, such as in the case of the Emergency Preparedness Commission Technical Advisor and Medical Advisor.

The Mobilehome Fair Practices Commission includes two non-voting members that any Councilmember may nominate.

Once all nominations for a single commission have been offered, appointments are confirmed by a majority vote of the City Council.

Attached is a listing of Commission / Board Reappointment Requests by Commission for Council's consideration in making appointments for the 2015 Commission terms.

COMMISSION / BOARD REAPPOINTMENT REQUESTS – 2015

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
ARCHITECTURAL REVIEW BOARD Municipal Code 2.30 Ord. Nos.: 616; 609; 643; 695 Meeting Schedule: Usually Monday, twice monthly as needed. 2 members must be licensed landscape architects & 3 must be architects.	MAYOR	Dennis L. Freeman	YES	
	MAYOR	Albert Kelly	NO	
	MAYOR	David Prest	YES	
	Recommended by Director of Community Development	Ron Gregory	NO	
		Tim Holt	YES	
		William Carl Johnson	YES	
		Charles Martin	YES	
		Raymond C. Lopez	YES	
	SL	Bud Kopp	N/A	

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
COMMUNITY CULTURAL COMMISSION Res. Nos.: 98-18; 98-21 Meeting Schedule: 3 rd Wednesday of each month at 1:30 p.m.	HOBART	Suzanne Matthews	YES	
	KITE	Joyce Virtue	YES	
	SMOTRICH	Sally Traidman	YES	
	TOWNSEND	Julie Childers	YES	
	WEILL	Frank Furino	YES	
	COUNCIL			
	COUNCIL			
	SL	Randy Bynder Sylvia Nino	N/A	

Reappointment Request Worksheet - 2015

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
COMMUNITY EMERGENCY PREPAREDNESS COMMISSION Res. Nos. 98-18, 98-22, 2003-33 & 2006-49 Meeting Schedule: 4 th Tuesday of each month @ 2:30 p.m.	HOBART	H. Roger Barry	NO	
	HOBART	Dr. Paul Copeskey	NO	
	HOBART	Vacant		
	KITE	Claudia E. Fausett	YES	
	KITE	James McFarlin	YES	
	KITE	Marcia Meyers Stein	YES	
	SMOTRICH	Megan Lee	NO	
	SMOTRICH	Virginia Luhring	YES	
	SMOTRICH	Cyann Proodian	NO	
	TOWNSEND	Alvin Greenwalt	NO	
	TOWNSEND	David Richardson	YES	
	TOWNSEND	Brenda Weinstock	NO	
	WEILL	Vacant		
	WEILL	Lynn Coker	YES	
	WEILL	Mary Lou Suter	YES	
	MAYOR	Dennis Milet, PhD Technical Advisor	YES	
	MAYOR	David Tang, MD Medical Advisor	YES	
	SL	Britt Wilson	N/A	

Reappointment Request Worksheet - 2015

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
HISTORIC PRESERVATION COMMISSION Ordinance No. 831 Meeting Schedule: 2 nd Tuesday of each month.	HOBART	Carol Leibowitz	YES	
	KITE	Robert Zafran	YES	
	SMOTRICH	Vacant		
	TOWNSEND	Robert Berg, Jr.	YES	
	WEILL	Ray Keller	YES	
	SL	Bud Kopp	N/A	

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
HOUSING COMMISSION Municipal Code 2.80 Ord. Nos.: 612; 617; 649; 697 Meeting Schedule: 1 st Wednesday of February, May, August & November at 8:00 a.m. *Project Tenants must reside within a Housing Authority Project; 1 Project Tenant must be min. 62 years.	HOBART	Thomas Weil	YES	
	KITE	Peter Samuels	YES	
	SMOTRICH	Alvin Fink	YES	
	TOWNSEND	Paul Sibel	YES	
	WEILL	Mark Bengtson	YES	
	*	Mary Bundy	YES	
	*	Velma Coombs	YES	
	SL	Sean Smith	N/A	

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
LIBRARY ADVISORY COMMISSION Res. Nos. 96-LB-6; 98-LB-11 Meeting Schedule: 2 nd Monday of each month at 1:30 p.m.	HOBART	Dorothy Lyons Berns	NO	
	KITE	Linda Bray	NO	
	SMOTRICH	Risa Lumley	YES	
	TOWNSEND	M. Kirk Pickerel	YES	
	WEILL	Dr. Carl Brown	YES	
	SL	David Bryant	N/A	

Reappointment Request Worksheet - 2015

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
MOBILE HOME FAIR PRACTICES COMMISSION Municipal Code 9.58 Ord. Nos.: 619; 696 Meeting Schedule: Quarterly – 1 st Tuesday as needed. * Non-voting park tenant, any one councilmember may nominate. ** Non-voting park owner, any one councilmember may nominate.	HOBART	Marc Stewart	NO	
	KITE	Sam Spevack	YES	
	SMOTRICH	Jassen Agostini	YES	
	TOWNSEND	David Grey	YES	
	WEILL	Berrylynn Freeby	YES	
	*	Jerry Bergquist	YES	
	**	Kathy Buckmaster	YES	
	SL	Sean Smith	N/A	

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
COMMUNITY PARKS AND RECREATION COMMISSION Res. No.: 98-18; 98-19 Meeting Schedule: 2 nd Wednesday of each month.	HOBART	Paul Hagle	YES	
	KITE	Deborah Grindall	YES	
	SMOTRICH	Judith Cohn	YES	
	TOWNSEND	Diane Rubin	YES	
	WEILL	Debra Sarlot	YES	
	SL	Bruce Harry	N/A	

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
PLANNING COMMISSION Municipal Code 2.28 Ord. Nos.: 608; 618; 694 Meeting Schedule: 2 nd & 4 th Thursdays of each month.	HOBART	Michael Adams	YES	
	KITE	Anne Winchester	YES	
	SMOTRICH	Jeffrey Feder	YES	
	TOWNSEND	Larry Nichols	YES	
	WEILL	William Brodovsky	YES	
	SL	Bud Kopp	N/A	

Reappointment Request Worksheet - 2015

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
SPEAKER SERIES COMMISSION Res. Nos.: 98-18; 2003-33; 2006-34 Meeting Schedule: 3 rd Tuesday at 2:00 p.m.	HOBART	Charles Barrett	YES	
	KITE	Lynn Mallotto	YES	
	SMOTRICH	Ron Sharrow	YES	
	TOWNSEND	Nick Procacciono	YES	
	WEILL	Mel Haber	NO	
	COUNCIL	G. Dana Hobart		
	COUNCIL	Iris Smotrich		
	SL	Randal Bynder / Joni Almy	N/A	

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
TRAFFIC SAFETY COMMISSION Res. Nos.: 2005-67, 98-18	HOBART	Robert Crommelin	YES	
	KITE	John Sanborn	YES	
	SMOTRICH	Steven Shuey	YES	
	TOWNSEND	Don Smith	YES	
	WEILL	Robert J. Buskas	YES	
Sheriff's Office	At-Lg.	James Miller	YES	
Citizens On Patrol	At-Lg.	Cal Custer	YES	
	SL	Bruce Harry	N/A	

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
COMMUNITY TRAILS COMMISSION Res. Nos.: 98-18; 98-20 Meeting Schedule: 1 st Wednesday of each month.	HOBART	Columba Quintero	YES	
	KITE	Carol Hochsprung	YES	
	SMOTRICH	Ehrick Wright	YES	
	TOWNSEND	Dennis Constant	YES	
	WEILL	Jeffrey Morgan	YES	
	SL	Greg Trousdell	N/A	

Reappointment Request Worksheet - 2015

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
LIBRARY FOUNDATION BOARD Res. No. 2010-LB-46	HOBART	Shari Stewart	YES	
	HOBART	Paula D. Adams	NO	
	KITE	DeeAnn Nichols	NO	
	KITE	Beth Ellen Fromm	NO	
	SMOTRICH	Janet Daggatt	NO	
	SMOTRICH	Diane Sagan	YES	
	TOWNSEND	Barbara Wall Barrett	NO	
	TOWNSEND	Nancy Cunningham	YES	
	WEILL	Lucy Meepos	YES	
	WEILL	Charles Rich	YES	
	SL	David Bryant	N/A	

COMMISSION / BOARD REAPPOINTMENT REQUESTS – 2015

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
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	MAYOR	Albert Kelly	NO	
	MAYOR	David Prest	YES	
	Recommended by Director of Community Development	Ron Gregory	NO	
		Tim Holt	YES	
		William Carl Johnson	YES	
		Charles Martin	YES	
		Raymond C. Lopez	YES	
	SL	Bud Kopp	N/A	

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COMMUNITY CULTURAL COMMISSION Res. Nos.: 98-18; 98-21 Meeting Schedule: 3 rd Wednesday of each month at 1:30 p.m.	HOBART	Suzanne Matthews	YES	
	KITE	Joyce Virtue	YES	
	SMOTRICH	Sally Traidman	YES	
	TOWNSEND	Julie Childers	YES	
	WEILL	Frank Furino	YES	
	COUNCIL			
	COUNCIL			
	SL	Randy Bynder Sylvia Nino	N/A	

Reappointment Request Worksheet - 2015

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? If NO, INDICATE NEW NAME
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	HOBART	Dr. Paul Copeskey	NO	
	HOBART	Vacant		
	KITE	Claudia E. Fausett	YES	
	KITE	James McFarlin	YES	
	KITE	Marcia Meyers Stein	YES	
	SMOTRICH	Megan Lee	NO	
	SMOTRICH	Virginia Luhring	YES	
	SMOTRICH	Cyann Proodian	NO	
	TOWNSEND	Alvin Greenwalt	NO	
	TOWNSEND	David Richardson	YES	
	TOWNSEND	Brenda Weinstock	NO	
	WEILL	Vacant		
	WEILL	Lynn Coker	YES	
	WEILL	Mary Lou Suter	YES	
	MAYOR	Dennis Milet, PhD Technical Advisor	YES	
	MAYOR	David Tang, MD Medical Advisor	YES	
	SL	Britt Wilson	N/A	

Reappointment Request Worksheet - 2015

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	TOWNSEND	Robert Berg, Jr.	YES	
	WEILL	Ray Keller	YES	
	SL	Bud Kopp	N/A	

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
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	KITE	Peter Samuels	YES	
	SMOTRICH	Alvin Fink	YES	
	TOWNSEND	Paul Sibel	YES	
	WEILL	Mark Bengtson	YES	
	*	Mary Bundy	YES	
	*	Velma Coombs	YES	
	SL	Sean Smith	N/A	

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
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	KITE	Linda Bray	NO	
	SMOTRICH	Risa Lumley	YES	
	TOWNSEND	M. Kirk Pickerel	YES	
	WEILL	Dr. Carl Brown	YES	
	SL	David Bryant	N/A	

Reappointment Request Worksheet - 2015

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
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	KITE	Sam Spevack	YES	
	SMOTRICH	Jassen Agostini	YES	
	TOWNSEND	David Grey	YES	
	WEILL	Berrylynn Freeby	YES	
	*	Jerry Bergquist	YES	
	**	Kathy Buckmaster	YES	
	SL	Sean Smith	N/A	

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
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	SMOTRICH	Judith Cohn	YES	
	TOWNSEND	Diane Rubin	YES	
	WEILL	Debra Sarlot	YES	
	SL	Bruce Harry	N/A	

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
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	KITE	Anne Winchester	YES	
	SMOTRICH	Jeffrey Feder	YES	
	TOWNSEND	Larry Nichols	YES	
	WEILL	William Brodovsky	YES	
	SL	Bud Kopp	N/A	

Reappointment Request Worksheet - 2015

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
SPEAKER SERIES COMMISSION Res. Nos.: 98-18; 2003-33; 2006-34 Meeting Schedule: 3 rd Tuesday at 2:00 p.m.	HOBART	Charles Barrett	YES	
	KITE	Lynn Mallotto	YES	
	SMOTRICH	Ron Sharrow	YES	
	TOWNSEND	Nick Procacciono	YES	
	WEILL	Mel Haber	NO	
	COUNCIL	G. Dana Hobart		
	COUNCIL	Iris Smotrich		
	SL	Randal Bynder / Joni Almy	N/A	

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
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	KITE	John Sanborn	YES	
	SMOTRICH	Steven Shuey	YES	
	TOWNSEND	Don Smith	YES	
	WEILL	Robert J. Buskas	YES	
Sheriff's Office	At-Lg.	James Miller	YES	
Citizens On Patrol	At-Lg.	Cal Custer	YES	
	SL	Bruce Harry	N/A	

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? IF NO, INDICATE NEW NAME
COMMUNITY TRAILS COMMISSION Res. Nos.: 98-18; 98-20 Meeting Schedule: 1 st Wednesday of each month.	HOBART	Columba Quintero	YES	
	KITE	Carol Hochsprung	YES	
	SMOTRICH	Ehrick Wright	YES	
	TOWNSEND	Dennis Constant	YES	
	WEILL	Jeffrey Morgan	YES	
	SL	Greg Trousdell	N/A	

Reappointment Request Worksheet - 2015

			SEEKING REAPPOINTMENT?	TO BE REAPPOINTED? If NO, INDICATE NEW NAME
LIBRARY FOUNDATION BOARD Res. No. 2010-LB-46	HOBART	Shari Stewart	YES	
	HOBART	Paula D. Adams	NO	
	KITE	DeeAnn Nichols	NO	
	KITE	Beth Ellen Fromm	NO	
	SMOTRICH	Janet Daggatt	NO	
	SMOTRICH	Diane Sagan	YES	
	TOWNSEND	Barbara Wall Barrett	NO	
	TOWNSEND	Nancy Cunningham	YES	
	WEILL	Lucy Meepos	YES	
	WEILL	Charles Rich	YES	
	SL	David Bryant	N/A	



STAFF REPORT

DATE: May 21, 2015

TO: Honorable Mayor Hobart and members of the City Council

FROM: The City Manager's "Water Task Force":
Randal Bynder, City Manager *RWB*
Sandra Johnson, Code Compliance Manager
Bill Oppenheim, Facilities and Fleet Maintenance Manager
Joseph E. Carpenter, Economic Development Analyst
Jeremy Gleim, Assistant Planner

SUBJECT: The Statewide Drought, the Governor's Decree, the new CVWD Water Conservation Ordinance and the City of Rancho Mirage Conservation Efforts.

SPECIFIC REQUEST OR RECOMMENDATION:

That the City Council:

- 1) Assign the Sustainability Subcommittee (Mayor Pro Tem Weill and Councilmember Townsend) to join the City Manager's Water Task Force to study and implement CVWD's newly adopted Ordinance No. 1419 imposing mandatory restrictions on water use in order to comply with statewide drought regulations; and
- 2) Report back to the City Council on this and potentially other actions the City of Rancho Mirage, its community groups, businesses and citizens can take during this historic drought.

JUSTIFICATION OR INFORMATION:

BACKGROUND:

On January 17, 2014, Governor Brown declared a drought State of Emergency due to severe drought conditions. On April 25, 2014 the Governor issued an Executive Order calling on the State to redouble the State government's response to the drought. Among other actions, the Executive Order directed the State Water Resources Control Board (SWRCB or State Water Board) to adopt emergency regulations as it deems necessary, pursuant to Water Code Section 1058.5, to ensure

City Council Action:

Approved as _____
Requested: _____

Approved as Amended: _____

Denied: _____

Other: _____

Referred to: _____

For: _____

Cont. to Agenda of: _____

Hearing Set: _____

AGENDA ITEM #

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JUSTIFICATION OR INFORMATION CONTINUED:

that Urban Water Suppliers such as the Coachella Valley Water District (CVWD) implement drought response plans to limit outdoor irrigation and other wasteful water practices.

On July, 15 2014, the State Water Board adopted Resolution 2014-0038, an emergency regulation for water conservation that added new sections to Title 23 of the California Code of Regulations. On March 17, 2015, the State Water Board amended and readopted the emergency regulation to support water conservation through adoption of Resolution 2015-0013. From August 2014 through March 2015 Californians saved over 125 billion gallons of water; however, this was only a statewide reduction of nine percent (9%) when compared to the same months in 2013.

On April 1, 2015 Governor Brown signed Executive Order B-29-15, directing the State Water Board to, among other things; impose restrictions to achieve a statewide 25 percent reduction in potable urban water usage through February 2016, as compared to the amount used in 2013. On May 5, 2015 the State Water Board adopted Resolution 2015-0032 to adopt an emergency regulation for statewide urban water conservation.

DISCUSSION:

In response to Governor Brown's Executive Order and proclaimed State of Emergency due to severe drought conditions in the State of California, Mayor Hobart requested that the City Manager form a committee to keep the City informed on the issue. The City Manager formed an informal "Water Task Force" consisting of a staff member from several city departments.

On May 11, 2015 the Water Task Force participated in a workshop conducted by CVWD officials for the purpose of convening local government staff to discuss and provide input to a proposed regulatory framework for implementing the Governor's mandate.

On May 12, 2015 the CVWD Board of Directors adopted the regulatory framework known as Ordinance No. 1419 entitled An Ordinance of the Coachella Valley Water District Imposing Mandatory Restrictions on Water Use in Order to Comply with Statewide Drought Regulations (attached as Exhibit A). This Ordinance shall remain in effect until the State Water Board rescinds the Emergency Regulations they previously adopted, which is currently expected to be February 28, 2016.

JUSTIFICATION OR INFORMATION CONTINUED:

Significant impacts of Ordinance No. 1419 include but are not limited to the mandatory restriction of: the application of any water supply to outdoor landscapes during and within 48 hours after measurable rainfall, irrigation with any water of ornamental turf on public street medians, and applying any water to any hard surface including, but not limited to, driveways, sidewalks, and asphalt.

Ordinance No. 1419 also includes activities that are either strongly encouraged, as well as certain water wasting activities discouraged by CVWD. Discouraged activities include: draining and refilling of private swimming pools unless necessary for health and safety, over-seeding, planting of spray irrigated annual flower beds, and use of decorative fountains and water features. Conversely, encouraged activities include: irrigation and preservation of trees and shrubs, installation of smart controllers, and limiting outdoor irrigation of ornamental landscapes and turf to the hours between sunset and 10:00 a.m. except as necessary for essential turf maintenance and over-seeding.

To frame today's discussion, staff wishes to make several short presentations for Council discussion/direction/consideration. Topics include Education, Equipment and Enforcement efforts we can take as a City to achieve the new (and perhaps hopefully) temporary mandatory water conservation mandates.

FISCAL IMPACT:

No fiscal impact is created by the assignment of the Sustainability Subcommittee to the Water Task Force. Fiscal impacts may occur should recommended actions require additional funding.

ATTACHMENTS:

- Exhibit "A" - CVWD Ordinance No. 1419: An Ordinance of the Coachella Valley Water District Imposing Mandatory Restrictions on Water Use in Order to Comply with Statewide Drought Regulations
- Exhibit "B" - CVWD Educational Flyer: Mandatory Restrictions
- Exhibit "C" - CVWD Educational Flyer: Drought Penalties

ORDINANCE NO. 1419

AN ORDINANCE OF THE COACHELLA VALLEY WATER DISTRICT
IMPOSING MANDATORY RESTRICTIONS ON WATER USE IN ORDER TO COMPLY
WITH STATEWIDE DROUGHT REGULATIONS

WHEREAS, on January 17, 2014, Governor Edmund G. Brown issued a proclamation declaring a State of Emergency due to severe drought conditions; and

WHEREAS, on April 25, 2014, the Governor proclaimed a Continued State of Emergency to exist throughout the State of California due to the ongoing drought; and

WHEREAS, California's water supplies continue to be severely depleted, severe drought conditions continue to present urgent challenges, and new expedited actions are needed to reduce the harmful impacts of the drought; and

WHEREAS, on July 15, 2014, the State Water Resources Control Board ("SWRCB") adopted Resolution No. 2014-0038 which adopted Emergency Regulations For Statewide Urban Water Conservation Regulations which became effective July 28, 2014; and

WHEREAS, on March 17, 2015, the SWRCB adopted Resolution No. 2015-0013 which expanded emergency conservation regulation to safeguard the state's remaining water supplies as California enters a fourth consecutive dry year, which became effective on March 27, 2015 and remain in place for up to 270 days (9 months), unless extended by the SWRCB. The regulations are set forth in Title 23, Sections 863-865 of the California Code of Regulations; and

WHEREAS, On April 1, 2015, Governor Edmund G. Brown issued Executive Order B-29-15, effective immediately and in addition to other requirements mandates a 25% statewide reduction in urban water use, and provides that the orders in the January 17, 2014 and April 25, 2014 proclamations and Executive Orders B-26-14 and B-28-14 also remain in full force except as modified by Executive Order B-29-15. The Governor directed the SWRCB to impose restrictions to achieve the statewide 25% reduction; and

WHEREAS, on April 7, 2015, the SWRCB proposed a mandatory Regulatory Framework that apportions water reductions according to consumption. The SWRCB revised the apportionment of water reductions on April 18 and April 28th. The conservation savings for all urban water suppliers are now allocated across nine tiers of increasing levels of residential water use (R-GPCD) to reach the statewide 25 % reduction mandate. Agencies in Tier 9, including CVWD, having residential water use above 215 GPCD, must reduce water use by 36%. On May 5-6, 2015, the SWRCB is scheduled to take final action to adopt its Emergency Regulation Implementing The 25% Conservation Standard ("Regulation") which includes a prohibition against certain irrigation practices and an order that all urban water suppliers reduce their total potable water production by a defined percentage which has been applied to each urban water supplier; and

WHEREAS, the Regulation imposes certain requirements on "urban water suppliers" that have water shortage contingency plans in place. "Urban water suppliers" are defined as

suppliers providing water to over 3,000 municipal customers or providing over 3,000 acre-feet per year to municipal customers. CVWD meets the definition of an "urban water supplier" since it provides water to approximately 100,000 customers. CVWD also has a Water Supply Reliability and Water Shortage Contingency Planning document ("Plan") in place as part of its 2010 Urban Water Management Plan; and adopted Stage 2 of its Plan in Ordinance No. 1414 on August 12, 2014; and

WHEREAS, the Regulation requires CVWD to move from Stage 2 in its Plan, to Stage 3 in order to adopt a conservation standard of 36% and also to adopt additional mandatory restrictions. The purpose of this Ordinance is to move to the mandatory level of water use reduction as mandated in Stage 3 of the Plan; and

WHEREAS, Water Code Section 31026 provides that CVWD has the power to restrict the use of water during any emergency caused by drought, or other threatened or existing water shortage, and to prohibit the wastage of water or the use of water during such periods, for any purpose other than household uses or such other restricted uses as may be determined to be necessary by CVWD and may prohibit use of such water during such periods for specific uses which CVWD may from time to time find to be nonessential. CVWD has the authority to impose monetary fines and penalties and take other applicable actions pursuant to Water Code Sections 350-358, 375-377, and 31029; and

WHEREAS, in accordance with Water Code Sections 350 et seq., 375 et seq., and 31027, and as required by Section 5.3.2 of the Plan, at least 10 days before consideration of this Ordinance, a Notice of Public Hearing was published in the Desert Sun and in the Imperial Valley Press, newspapers of general circulation. A certified copy of the full text of this Ordinance was posted in the CVWD offices at least 5 days prior to the hearing; and

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE COACHELLA VALLEY WATER DISTRICT AS FOLLOWS:

1. Incorporation of Recitals. All of the foregoing Recitals are true and correct and the Board so finds and determines. The Recitals set forth above are incorporated herein and made an operative part of this Ordinance.

2. Public Hearing. The Board conducted a public hearing on May 12th at 9:00 a.m., or as soon thereafter as practicable, at the Steve Robbins Administration Building, 75-515 Hovley Lane East, Palm Desert, CA 92236 as part of the Regular Meeting of the Board.

3. Stage 3. The Board hereby implements Stage 3 which is the second mandatory level of water use reduction in the Plan, as revised and implemented by this Ordinance. In order to set forth in one document all of the requirements for this current Stage 3, this Ordinance shall encompass the new and extended SWRCB conservation regulations effective March 17, 2015, as well as the Regulation to implement the Governor's latest executive order. Said Regulations were adopted on May 5, 2015, and are anticipated to go into effect approximately 10 days thereafter. Therefore, as of the effective date of this Ordinance, this Ordinance shall supersede Ordinance No. 1414 and Ordinance No. 1414 shall be of no further force or effect. This Ordinance shall be in effect until such time as the SWRCB rescinds said Emergency Regulations, which is currently expected to be February 28, 2016. CVWD shall notify the public

of this determination by public proclamations. Upon such proclamation, due and proper notice shall be deemed to have been given to each and every person supplied water within CVWD.

4. Mandatory Restrictions. Effective immediately upon adoption of this Ordinance, the following mandatory prohibitions shall be in effect for Stage 3, except where necessary to address an immediate health, safety and sanitation need or to comply with a term or condition in a permit issued by a state or federal agency:

- (a) Application of any water supply to outdoor landscapes during and within 48 hours after measurable rainfall is prohibited.
- (b) Irrigation with any water of ornamental turf on public street medians is prohibited.
- (c) Irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established in the California Building Standards Commission and the Department of Housing and Community Development is prohibited.
- (d) Increased water budget for over-seeding is eliminated.
- (e) Using any water in a fountain or other decorative water feature is prohibited, except where the water is part of a recirculating system.
- (f) Broken sprinklers shall be repaired within 24 hours of notification, and leaks shall be repaired as soon as practicable.
- (g) The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased is prohibited.
- (h) Hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. Hotels and motels shall prominently display notice of this option in each guestroom using clear and easily understood language.
- (i) Applying water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures is prohibited.
- (j) Using a hose to wash an automobile, windows, solar panels, and tennis courts, except where the hose is equipped with a shut-off nozzle, is prohibited.
- (k) Applying any water to any hard surface including, but not limited to, driveways, sidewalks, and asphalt is prohibited.

5. Recommended Activities.

- (a) The irrigation and preservation of trees and shrubs is strongly encouraged.
- (b) CVWD strongly encourages Counties, Cities, HOA's and other enforcement agencies to suspend code enforcement and fines for brown turf areas.
- (c) CVWD will work with private pumpers, canal water and non-potable water users to reduce water use.
- (d) Draining and refilling of private swimming pools unless necessary for health and safety is strongly discouraged.
- (e) Use of pool covers when not in use, especially during summer months is strongly encouraged.
- (f) HOA's are strongly encouraged to adopt and enforce water use restrictions in their rules and regulations.
- (g) Over-seeding is strongly discouraged.
- (l) Planting of spray irrigated annual flower beds is strongly discouraged.
- (m) Irrigation of non-functional ornamental turf, such as parkways is strongly discouraged.
- (n) Installation of irrigation smart controllers is strongly encouraged.
- (o) Use of decorative fountains and water features is strongly discouraged.
- (p) CVWD Strongly encourages that outdoor Irrigation of ornamental landscapes and turf be limited to the hours between sunset and 10:00 a.m. except as necessary for essential turf maintenance and overseeding.

6. Fines for Noncompliance. The following financial penalties will be imposed when a customer violates the Mandatory Restrictions set forth in Section 4 of this Ordinance.

- (a) First Violation – Written notice.

Any notice required under this Ordinance may include, for example and not by way of limitation, the following information: (i) the water conservation stage and restrictions that are in effect; (ii) actions required for compliance in order to prevent future violations; and (iii) penalties and enforcement actions which may be imposed for future violations.

- (b) Second Violation – A fine will be imposed in the amount of \$50.00 which will be added to the customer's water service bill.

Any customer receiving a Second Violation, may at his or her option successfully complete CVWD Water School, in lieu of paying the \$50.00 fine.

(c) Third Violation – A fine will be imposed in the amount of \$100.00 which will be added to the customer's water service bill.

(d) Fourth Violation and any subsequent violation – A fine will be imposed in the amount of \$200.00 which will be added to the customer's water service bill.

In the event of any violation after the fourth violation, the General Manager, or his/her designee, may determine, in his/her reasonable discretion, that the continued violation of the restrictions set forth in this Ordinance warrant the initiation of procedures for the termination of water service pursuant to CVWD's Regulations Governing Domestic Water Service ("Regulations"), as they may be amended from time to time. For example, and not by way of limitation, CVWD has the right to terminate water service if a customer fails to comply with the Regulations, which hereby include the restrictions set forth in this Ordinance.

7. Drought Penalties. The following Penalties will be imposed when a customer fails to limit the customer's outdoor water budget by 36%. Penalties will be imposed in addition to normal Budget Based Tiered Rates which are in effect at the time and shall take effect as soon as possible, but no later than July 1, 2015, for June water usage. Staff is directed to pursue a one-billing-cycle shadow bill prior to July 1.

Tier 1: Excellent	Indoor budget of 10 Ccf	No Penalty
Tier 2: Efficient	With 36% less water use	No Penalty
	Without 36% less water use	\$2.51 per Ccf above reduction goal
Tier 3: Inefficient	105 – 150% of budget	\$3.34 per Ccf
Tier 4: Excessive	150 – 250% of budget	\$5.01 per Ccf
Tier 5: Wasteful	Over 250% of budget	\$10.03 per Ccf

8. CVWD Rules and Regulations. The procedures for written notice, imposition of penalties, termination of service, and appeal rights shall be the same such procedures as set forth in CVWD's rules and regulations including, but not necessarily limited to, Part 6 – Credit and Billing and Part 7 – Termination and Restoration of Service.

9. Purpose of Restrictions and Fines. The regulatory purposes of imposing the requirements and financial penalties, as set forth in this Ordinance, are to conserve water, deter waste and unreasonable use of water, encourage efficiency, and to help cover the costs incident to the investigation, inspection, and administration of the enforcement of this Ordinance.

10. Future Stage(s). In accordance with Section 5.3.2 of the Plan, the General Manager hereby determines that it is necessary to implement Stage 3 of the Plan. The Board hereby authorizes the General Manager, or his/her designee, to make a determination as to when it may be necessary to move to a further Stage, or a lesser Stage, in the Plan. Following said determination by the General Manager, the Board will consider an ordinance, or any other applicable action, to determine whether, and to what extent, to adopt the determination of the

General Manager. Said determinations by the General Manager, and then the Board, may also include a determination that certain prohibitions in this Ordinance are best practices which should stay in effect regardless of what Stage, or any Stage, that may be in effect.


11. CEQA. The Board finds that adopting and enforcing mandatory restrictions on water use in order to comply with SWRCB requirements is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15268 and Public Resources Code Section 21080(b)(1) as a ministerial action. The Regulations mandate that each urban water supplier implement all requirements and actions of the stage of its water shortage contingency plan that imposes mandatory restrictions on outdoor irrigation. Therefore, an action to implement a particular phase of a water shortage contingency plan is not a discretionary action and as such it is statutorily exempt from CEQA.

12. Publication Following Adoption. The President of the Board of Directors shall sign this Ordinance and the Secretary of the Board of Directors shall attest thereto, and this Ordinance shall be in full force and effect immediately upon adoption. Within 15 days after adoption of this Ordinance, a summary of this Ordinance shall be published with the names of the Directors voting for and against this Ordinance and a certified copy of the full text of this Ordinance, along with the names of those Directors voting for and against this Ordinance, shall be posted in the CVWD offices.

13. Severability. If any section, subsection, clause or phrase in this Ordinance is for any reason held invalid, the validity of the remainder of this Ordinance shall not be affected thereby. The Board hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

ADOPTED this 12th day of May, 2015, by the Board of Directors of the Coachella Valley Water District.

COACHELLA VALLEY WATER DISTRICT



John P. Powell Jr.
President of the Board of Directors

ATTEST:



Maricela Cabral
Acting Assistant Board Secretary

I, the undersigned Acting Assistant Board Secretary of the Coachella Valley Water District, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 1419 of said District introduced and passed at meeting of said Board held May 12, 2015, and that said Ordinance was passed by the following vote:

Ayes: Five

Directors: Powell, Nelson, O'Dowd, Pack, Estrada

Noes: None

I further certify that said Ordinance was thereupon signed by the President of the Board of Directors of said District.


Acting Assistant Board Secretary

(SEAL)

EXHIBIT "B"

CVWD Flyer: Mandatory Restrictions



WE'RE SERIOUS ABOUT SAVING 36%

CALIFORNIA IS FACING THE WORST DROUGHT IN ITS HISTORY

For nearly four years, the state has seen not only dry seasons, but also higher temperatures. Governor Jerry Brown has required all water agencies to meet mandatory conservation targets in order to protect California's water supply.

CVWD must work with the families and businesses it serves to save 36%

Agencies that don't meet their target will face steep fines. The state is working directly with local golf courses and private pumpers to ensure they reduce water use. CVWD will support this effort.

MANDATORY RESTRICTIONS (exceptions for health, safety and sanitary needs)

- Do not irrigate outdoors within 48 hours of measurable rainfall
- Newly constructed buildings cannot use potable water for yard irrigation
- Increased water budget for over-seeding is eliminated
- Water features and fountains that do not recirculate water are prohibited
- Repair broken sprinklers within 24 hours, fix leaks as soon as possible
- Do not cause runoff by overwatering
- Hose must be equipped with a shutoff nozzle to wash vehicles and windows
- Do not wash down driveways, patios or sidewalks

CVWD will continue to prioritize working with customers to quickly resolve violations. After a written warning, customers will be liable for fines on their bill starting at \$50.

For a complete list of restrictions and recommendations, visit www.cvwd.org/CVsaving36.



WATERING DAYS & TIMES

While many agencies across the state are prohibiting watering on certain days and at certain times during the day, CVWD is not using this approach. We believe that our customers can better maintain their landscapes, while meeting the 36% reduction, with decreased daily watering. We trust our customers to choose how to limit their own water use. Our drought watering guide is available online.

HERE ARE SOME CHANGES THAT CVWD RECOMMENDS TO HELP YOU SAVE:



Set your irrigation controller to use 36% less water on grass



Invest in a pool cover to reduce evaporation, especially during summer
Don't drain or refill your pool



Water early in the morning or after the sun has gone down



Install a weather-based smart controller



Avoid planting spray-irrigated annual flower beds

WE WANT TO GIVE OUR CUSTOMERS THE TOOLS THEY NEED TO MEET THIS TARGET.

Rebates and incentives



Turf removal rebates for residents, businesses and golf courses



Free residential smart controllers



Efficient sprinkler nozzles



Free water conservation kits for your home



High-efficiency toilet rebates for residents and businesses



Free pre-rinse nozzles and water brooms for businesses



Get the latest information on conservation rebates, programs and incentives by visiting www.cvwd.org/CV_saving36
Report Water Waste! Call us at 888.398.5008. | **Thank you for helping us make progress towards saving 36%**

EXHIBIT "C"

CVWD Flyer: Drought Penalties



WE'RE SERIOUS ABOUT SAVING 36%

California is in a serious drought. The Governor and the State Water Resources Control Board have established steep conservation requirements for water agencies across the state, and Coachella Valley Water District is being required to make significant cuts in water use.

If CVWD doesn't achieve progress toward the 36% reduction target, the district will face fines and

penalties from the state. We need help from families, cities and businesses that we serve to meet the state's requirement and save water.

Thank you for helping us make progress towards **saving 36%.**

To learn more about the restrictions in place and ways you can conserve, visit www.cvwd.org/CVsaving36.

DROUGHT PENALTIES & YOUR WATER BILL

On May 12, 2015, CVWD Board of Directors approved a drought penalty for all domestic water customers who are not doing their part to help CVWD save 36% by reducing their water use. Starting in June (reflected in your July bill) those who do not meet the conservation target will be penalized.

In order to meet state conservation goals, CVWD is asking its customers to use less of their outdoor (Tier 2) water budget. Your Water Budget can be found on your monthly bill.

TIER 1

There are no penalties for customers who remain in Tier 1, which was designed to cover all indoor water use.

\$1.01 per ccf*

TIER 2

Customers are being asked to reduce their monthly outdoor water use (Tier 2 budget) by 36%.

Tier 2 water use up to 64% of Tier 2 water budget - **\$1.12 per ccf***

Customers who use 64% or less of their Tier 2 budget (achieving 36% savings) will not incur a penalty.

Above 64% of Tier 2 water budget - **\$1.12 + \$2.51* penalty per ccf**

Customers using water in Tiers 3, 4 and 5 will pay the standard rate for water used in each tier plus a penalty.

TIER 3

Inefficient:

\$1.68 + \$3.34 penalty per ccf*
105% - 150% of water budget

TIER 4

Excessive:

\$2.24 + \$5.01 penalty per ccf*
151% - 250% of water budget

TIER 5

Wasteful:

\$4.48 + \$10.03 penalty per ccf*
250% or more of water budget

	Tier 1	Tier 2 Up to 64%	Tier 2 Above 64%	Tier 3	Tier 4	Tier 5
Standard Rate (per ccf)*	\$1.01	\$1.12	\$1.12	\$1.68	\$2.24	\$4.48
Drought Penalty (per ccf)			+\$2.51	+\$3.34	+\$5.01	+\$10.03

About 45% of residential customers will be impacted by drought penalties.

*Area 1 rates

Water-saving changes you can make right away!



Set your irrigation controller to use 36% less water on grass



Convert grassy areas to desert landscaping with a rebate



Invest in a pool cover to reduce evaporation



Don't water during the middle of the day



Have questions? We're here for you, give us a call at (760) 391-9600. Visit www.cvwd.org/CVsaving36 for conservation tips to help you save water and money.



STAFF REPORT

TO: City Council

DATE: May 21, 2015

FROM: Britt W. Wilson, ^{BWW} Management Analyst

SUBJECT: Consideration of Resolution of Intention to Annex Territory owned by Desert European Motorcars to Community Facilities District No. 1 in connection with approval of Jaguar Rancho Mirage

SPECIFIC REQUEST OR RECOMMENDATION:

1. Accept the Petition submitted by Desert European Motorcars requesting that the City initiate expedited proceedings for the annexation of its property, generally described as Lots 3,4 and 16 of Rancho Mirage Estates (south side of Highway 111 at the existing Desert European Motorcars facility between Mirage Road and Indian Trail Road), to Community Facilities District No. 1 (the "District");
2. Preliminarily approve the boundary map of the annexation territory (the "Annexation Map") and direct the City Clerk to cause the Annexation Map to be timely recorded; and
3. Approve Resolution No. 2015-____ (the "Resolution of Intention"), which declares the City's intention to annex territory to the District and to levy the District's special tax for additional police and fire services upon the parcels located within the territory proposed for annexation, and sets the date of the public hearing to consider the annexation and levy of the special tax.

JUSTIFICATION OR INFORMATION:

BACKGROUND:

The Mello-Roos Community Facilities District Act of 1982 (the "Mello-Roos Act" or the "Act," Government Code § 53311 et. seq.) provides the City with a means of financing public facilities, infrastructure, and services, especially in connection with new development through the imposition of special taxes approved by a vote of the qualified electorate of the district.

City Council Action:

Approved as Requested: _____

Referred to: _____

AGENDA ITEM #

Approved as Amended: _____

For: _____

Denied: _____

Cont. to Agenda of: _____

Other: _____

Hearing Set: _____

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JUSTIFICATION OR INFORMATION CONTINUED:

On September 27, 1990, the City established Community Facilities District No. 1 (Police and Fire), wherein a special tax is levied on new residential and commercial/industrial developments to recapture costs associated with the provision of additional police and fire services rendered to new developments that are not reimbursed by property taxes.

With the adoption of Ordinance No. 1074 in 2013 (now codified as Section 16.18.130 of the City's Municipal Code), residential projects resulting in the creation of additional residential lots are required to form or join a community facilities district for the purpose of defraying the costs of providing municipal services to the subdivision on an annual basis.

In connection with development of Jaguar Rancho Mirage, Desert European Motorcars (the "Owner") has submitted a Petition, a copy of which is attached to the Resolution of Intention, which requests the City Council to initiate annexation proceedings and provides for expedited approval of the annexation and the levy of the special tax.

The proposed annexation to the District contains approximately 2.04 acres as shown on the attached annexation map, which is preliminarily approved with adoption of the proposed resolution. This is the 164th annexation to the District, and comprises approximately 2.4 acres. As of FY2014-15, the estimated annual revenue generated for this annexation is \$49,280.

DISCUSSION:

The process to accomplish an annexation to a community facilities district is governed by the Mello-Roos Act. The process can be expedited following the procedures authorized under Government Code section 53327 of the Act, which permits the City to introduce the proposed resolution at a City Council meeting and at the next City Council meeting, conduct the public hearing, call the special election, announce the results of the special election, and approve the annexation and levy the special tax using the rate and method of apportionment set forth in Exhibit "C" of the Resolution of Intention.

This expedited process is made possible because of the petition received from Desert European Motorcars, which asserts and the City has confirmed, Desert European Motorcars owns one hundred percent of

AGENDA ITEM #

JUSTIFICATION OR INFORMATION CONTINUED:

the territory proposed for annexation (the "Annexed Territory"), which is vacant land. Since Desert European Motorcars is the sole owner of the Annexed Territory, Desert European Motorcars will be the sole participant in the special election to approve the annexation and levy the tax. The Owner's Petition allows for a shortening of the time for the special election to expedite the annexation process and waives any requirement for notice, analysis and arguments in connection with the election, and the City Clerk concurs with the shortened time for the election.

The first steps in the annexation process proposed for today's meeting are:

1. Accept the Petition submitted by Desert European Motorcars requesting that the City initiate proceedings for the annexation of the Annexed Territory to Community Facilities District No. 1 (the "District"), consenting to the levy upon the Annexed Territory" of the District's special tax for additional police and fire services, allowing a shortening of the time for the special election to expedite the annexation process, and waiving requirements for notice, analysis and arguments in connection with the special election required to be conducted for the annexation.
2. Accept and preliminarily approve the Annexation Map and direct the City Clerk to record the map within fifteen days of the date of the adoption of the resolution; and
3. Adopt the proposed Resolution of Intention to annex the Annexed Territory to the District. The resolution establishes the date and time of the public hearing on the annexation and levy of the special tax and directs the City Clerk to mail/deliver to Desert European Motorcars the sole ballot on the issue of the annexation and levy of the special tax, which must be received prior to the start of the public hearing.

If the City Council approves today's actions, the following steps will remain to accomplish the annexation and levy the special tax:

1. The Annexation Map will be recorded.
 2. The City Clerk will mail or deliver the special election ballot to Desert European Motorcars with a return deadline that is prior to the start of the public hearing.
-

AGENDA ITEM #

JUSTIFICATION OR INFORMATION CONTINUED:

3. On the date of the public hearing, the City Council will conduct the public hearing, at which time the qualified electors residing in the District may appear and be heard on the annexation and levy of the special tax. The City Clerk will report at the meeting on the number of protests. In the unlikely event fifty percent (50%) or more of the registered voters residing within the territory proposed to be included in the District file written protests against the levy, no action to form the District will be taken by the Council.

4. At the conclusion of the public hearing, provided written protests have not been filed, the City Council will be asked to consider adoption of a resolution calling a special election to submit to Desert European Motorcars, as the sole qualified elector of the District, the question of levying the special tax. The City Clerk will then canvass the voted ballot and report the results of the election to the Council.

5. Finally, the City Council will consider the adoption of a resolution declaring the results of the election, approving the annexation of the territory and the levy, and directing the City Clerk to complete, execute and cause to be recorded an amendment to the Notice of Special Tax Lien in the form required by the Mello-Roos Act, within fifteen days of the date of the adoption of the resolution, as required by Section 3117.5 of the California Streets and Highways Code.

California Environmental Quality Act (CEQA)

The annexation of territory to a community facilities district constitutes the creation of a funding mechanism and/or other governmental fiscal activity, which will not involve commitment to a specific project that may result in a potentially significant physical impact on the environment. As such, the proposed annexation and levy of the special tax are exempt from environmental review under the California Environmental Quality Act ("CEQA"), pursuant to sections 15378(b) and 15061(b)(3) of the CEQA Guidelines.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO MIRAGE, CALIFORNIA, DECLARING THE CITY'S INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1 AND TO LEVY A SPECIAL TAX THEREIN FOR ADDITIONAL POLICE AND FIRE SERVICES, PRELIMINARILY APPROVING A MAP OF THE AREA PROPOSED TO BE ANNEXED, AND SCHEDULING A PUBLIC HEARING TO CONSIDER THE ANNEXATION AND THE LEVY OF SPECIAL TAX

WHEREAS, on September 27, 1990, the City Council of the City of Rancho Mirage (the "City Council") approved Resolution No. 90-78 establishing Community Facilities District No. 1 (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Mello-Roos Act," Government Code §§ 53311 et. seq.), for the purpose of levying a special tax on parcels for the purpose of providing funding for additional police and fire services, which are necessary to meet increased demands placed upon the City as a result of the development of the territory within the District; and

WHEREAS, under the Mello-Roos Act, the City Council, as the legislative body for the District, is empowered with the authority to annex territory to the District; and

WHEREAS, the City Council has received a Petition from Desert European Motorcars requesting that the City initiate proceedings for the annexation of territory to the District, which shall be known and designated as CFD No. 1, Annexation No. 164 (the "Annexed Territory") and consenting to the levy of the District's special tax upon the parcels located within the Annexed Territory; and

WHEREAS, the Petition received from Desert European Motorcars ("Owner") asserts and the City has confirmed Owner owns one hundred percent (100%) of the real property within the Annexed Territory, which is vacant land without registered voters residing thereon, and which is currently comprised of three parcels, also known as Riverside County Assessor's Parcel Number(s) 684-200-007, 684-200-006, and 684-200-012, all of which are located within the City's boundaries; and

WHEREAS, in order to avail the City of the expedited annexation process authorized by the Mello-Roos Act, Owner

has authorized the distribution of official ballots by mail or by personal delivery and has authorized that such ballots be opened and canvassed and the results certified at the June 18, 2015 City Council meeting at which the annexation of the territory to the District is to be heard; and

WHEREAS, the City Attorney has advised the proceedings for this annexation were initiated in accordance with Government Code Sections 53339-53339.9 of the Mello-Roos Act, as they pertain to annexations; and

WHEREAS, the City Council now desires to undertake proceedings to annex the Annexed Territory to the District.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO MIRAGE DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals.

That the Recitals set forth above are true and correct.

Section 2. Determinations.

(a) That the Petition submitted by Owner (the "Owner's Petition"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is received and accepted.

(b) That based upon the representations set forth in the Owner's Petition and staff's analysis of the same, the City Council determines to undertake proceedings to accomplish the annexation.

(c) That pursuant to Sections 53326 of the Mello-Roos Act, the proposition of the levy of the special tax shall be submitted to the qualified electors (as defined below) of the District at an election called therefor as provided below.

(d) That there are fewer than twelve registered voters residing in the Annexed Territory and pursuant to Section 53326 of the Mello-Roos Act, for these proceedings, the sole qualified elector is Desert European Motorcars, who shall have one vote for each acre or portion of acre he/she/it owns within the Annexed Territory.

(e) That the provisions of Section 53326 of the Mello-Roos Act requiring a minimum number of days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of the District.

(d) That the Owner's Petition allows for a shortening of the time for the special election to expedite the annexation process and waives any requirement for notice, analysis and arguments in connection with the election.

(e) That the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings.

(f) That the City Clerk has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Mello-Roos Act.

Section 3. Territory Described.

(a) That the territory included in the District is as shown on the map thereof filed in Book Number 31, Page 73, Document No. 335537 (1990), in the office of the County Recorder, County of Riverside, California and the territory in the District has been expanded through annexations of additional territory to the District since the date of recording of such map.

(b) That the territory now proposed to be annexed to the District is as shown on Annexation Map No. 164 of Community Facilities District No. 1 of the City of Rancho Mirage, County of Riverside, California the "Annexation Map," attached hereto as Exhibit "B" and incorporated herein by this reference), which is on file with the City, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars.

(c) That the territory is generally described as Lots 3, 4 and 16 of Rancho Mirage Estates (south side of Highway 111 at the existing Desert European Motorcars facility between Mirage Road and Indian Trail Road).

(d) That the City Clerk is hereby directed to cause the Annexation Map to be recorded in the office of the County Recorder, County of Riverside, California within fifteen days of the date of adoption of this resolution.

Section 4. Services.

That the types of public services financed by the District pursuant to the Mello-Roos Act consist of additional police and fire services (the "Services"), as described in Resolution No. 90-78, adopted by the City Council on September 27, 1990 (the "Resolution of Formation") and that it is presently intended that the Services will be shared, without preference or priority, by the existing territory in the District and the Annexed Territory.

Section 5. Special Tax.

(a) That except to the extent that funds are otherwise available to the District to pay for the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the District, and collected in the same manner as ordinary ad valorem property taxes.

(b) That the special tax proposed to pay for Services to be supplied within the Annexed Territory will be equal to the special taxes levied to pay for the same Services in the District, except that a higher or lower rate may be levied within the Annexed Territory or territory to be annexed in the future to the extent that the actual costs of providing the Services in that territory is higher or lower than the cost of providing these Services in the District.

(c) That the existing rate and method of apportionment of special tax among the parcels of real property within the existing territory of the District, as described in Exhibit A to the Resolution of Formation, will not be altered in connection with the proposed annexation.

(d) That for particulars as to the rate and method of apportionment of the proposed special tax, reference is made to the attached and incorporated Exhibit "C," which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within the Annexed

Territory to clearly estimate the maximum amount that said person will have to pay on said special tax.

Section 6. Public Hearing.

(a) That on June 18, 2015 or as soon as possible thereafter, in the City Hall, Council Chambers at 69-825 Highway 111, Rancho Mirage, California, the City Council will conduct a public hearing on the proposed annexation of territory to the District, the proposed levy of the special tax and all other matters as set forth in this resolution. In consideration of the Owner's Petition, the applicable waiting period under the Mello-Roos Act for the holding of the public hearing is waived.

(b) That at the public hearing, any persons interested, including all taxpayers, owners of property within the District, and registered voters residing within the District, may appear and be heard, and the testimony of all interested persons or taxpayers for or against the proposed annexation and the levy of the special tax within the territory to be annexed, or the additional police and fire services to be provided, or any other matters set forth herein, will be heard and considered.

(c) That any protests to the foregoing may be made orally or in writing by any interested persons or taxpayers, except that protests pertaining to the regularity or sufficiency of the proceedings must be in writing and must clearly set forth the irregularities and defects to which the objection is made.

(d) That the City Council may waive any irregularities in the form or content of any written protest and at the Public Hearing may correct minor defects in the proceedings. All written protests must be filed with the City Clerk on or before the time fixed for the Public Hearing and any written protest may be withdrawn in writing at any time before the conclusion of the Public Hearing.

Section 7. Notice of Hearing

That the City Clerk is hereby directed to publish, or cause to be published, a notice of the public hearing one time in a newspaper of general circulation published in the Annexed Territory. Said notice shall contain the information prescribed at Government Code Section 53322 of the Mello-Roos Act and publication of said notice shall be

completed at least seven days prior to the date herein fixed for the public hearing.

Section 8. Election Ballot

That the City Clerk is directed to mail or deliver, or cause to be mailed or delivered to the Owner at the Owner's address listed on the Owner's Petition an election ballot, in the form and within the time specified by the Mello-Roos Act.

Section 9. Election.

(a) That provided written protests have not been filed by fifty percent or more of the registered voters residing within the District or by fifty percent or more of the registered voters residing within the Annexed Territory, or by the owners of one-half (1/2) or more of the area within the District or by the owners of one-half (1/2) or more of the Annexed Territory, the levy of the special tax shall be subject to the approval of Desert European Motorcars, as the sole owner of land within the Annexed Territory, at a special election.

(b) That in consideration of the Owner's Petition, the applicable waiting period under the Mello-Roos Act for the holding of the election and the necessity for ballot arguments and analysis are waived.

(c) The special election shall be held immediately following the close of the public hearing at which the City Council is to consider the annexation, or as soon thereafter as possible, at which time the ballot shall be opened and canvassed and the results certified.

Section 10. Severability.

That should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

Section 11. Repeal of Conflicting Provisions.

That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.

Section 12. Effective Date.

That this Resolution shall take effect upon its adoption.

Section 13. Certification.

That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED on this 21st day of May 2015.

G. Dana Hobart, Mayor

ATTEST:

Cynthia Scott, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla,
City Attorney

Exhibit A: Owner's Petition
Exhibit B: Map of Annexed Territory
Exhibit C: Rate and Method of Apportionment of Special Tax

EXHIBIT "A"

OWNER'S EXECUTED PETITION
(TO BE ATTACHED)

CITY OF RANCHO MIRAGE



OWNER'S PETITION FOR ANNEXATION INTO CFD NO. 1 (POLICE AND FIRE SERVICES)

Cover Page

Map Number: N/A Project Name: JAGUAR RANCHO MIRAGE

APPLICANT: DESERT EUROPEAN MOTORCARS

Phone: (760) 773-5000 Fax: (760) _____

Mailing Address: 71-387 Hwy 111

City: RANCHO MIRAGE State: CA Zip: 92270

Email: _____

PROPERTY OWNER (if different): _____

Phone: () _____ Fax: () _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____

REPRESENTATIVE: CHRIS HECTOR

Phone: (760) 773-5000 ext 455 Fax: (760) 674-2541

Mailing Address: 71-387 Hwy 111

City: RANCHO MIRAGE State: CA Zip: 92270

Email: chector@cobaltventures.com

Please send correspondence to (check one) _____ Applicant _____ Property Owner _____
Representative/Contact X

Processing Fee for Petition for Annexation to CFD No. 1: \$3,126 (already paid)



**OWNER'S PETITION FOR ANNEXATION INTO CFD NO. 1
(POLICE AND FIRE SERVICES)**

Instructions

Background: Section 16.18.130 of the City's Municipal Code requires residential projects that result in the creation of additional residential lots to form or join a community facilities district for the purpose of defraying the costs of providing municipal services to the subdivision.

The City currently has only one Community Facilities District - CFD No. 1 (Police and Fire Services), which was formed in 1990 for the purposes of levying a special tax on new residential and commercial/industrial developments to recapture costs associated with the provision of additional police and fire services. The City enforces the requirements of Municipal Code Section 16.18.130 by conditioning approval of tentative parcel and tract maps upon developers agreeing to request the City Council initiate proceedings to annex their subdivisions into CFD No. 1, and further conditioning that issuance of project grading or building permits upon subdivisions being annexed into CFD No. 1.

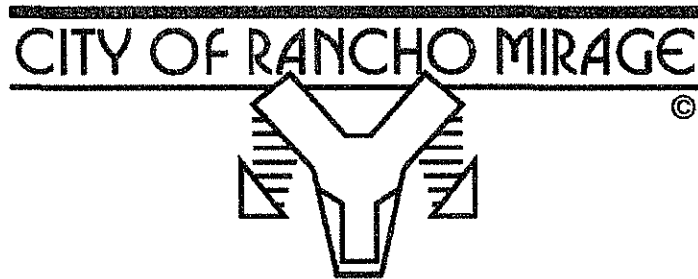
The annexation to an existing Community Facilities District is governed by the Mello-Roos Act Government Code § 53311 et. seq.). Ordinarily, there is a 90-day wait period imposed between the time the City Council approves a resolution of intention to annex territory and the special election approving the tax levy. However, Government Code Section 53327 of the Act provides that the qualified electors of the territory to be annexed may shorten the time by waiving any requirement for notice, analysis and arguments in connection with the election.

By signing and filing the attached Petition to the City Council Requesting Annexation of Territory to CFD No. 1, you are consenting to the shortened time-frame and waiving your right as a qualified elector of the annexed territory for notice, analysis and arguments in connection with the election.

Required Documents

In order to complete the Petition, you will need to provide the Legal Description of the territory to be annexed, which will be attached to Petition as Exhibit A.

City staff will review the Map of Proposed Boundaries of Annexation, which will be attached to Petition as Exhibit B. The Map describes the boundaries of the territory to be annexed. City staff will also prepare the Rate and Methodology of Special Tax, which will be attached to Petition as Exhibit C. The Rate and Methodology describes the manner in which the special tax will be apportioned, levied and collected within the annexed territory.



**PETITION TO THE CITY COUNCIL OF THE CITY OF RANCHO
MIRAGE REQUESTING ANNEXATION OF PROPERTY TO
COMMUNITY FACILITIES DISTRICT NO. 1 (POLICE AND FIRE
SERVICES) AND CONSENTING TO THE LEVY OF SPECIAL
TAXES THEREON TO PAY THE COSTS OF SERVICES TO BE
PROVIDED BY THE COMMUNITY FACILITIES DISTRICT**

Members of the City Council of the City of Rancho Mirage:

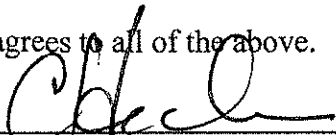
This is a petition to institute and conduct proceedings to annex the property ("Subject Property") described in Exhibit "A" attached hereto and incorporated herein by this reference to Community Facilities District No. 1 ("District") and related matters pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Mello-Roos Act," Government Code §§ 53311 et. seq.), as follows:

1. Petitioner attests he/she/it is the sole owner of record of all the parcels of land that constitute the Subject Property identified in Exhibit "A" (the "Property").
2. Petitioner requests that the City Council undertake proceedings under the Mello-Roos Act to annex the Subject Property to the District and to levy special taxes therein for the purpose of financing additional police and fire services (the "Services"), which are necessary to meet increased demands placed upon the City as a result of the development of the Subject Property.
3. Petitioner acknowledges that the boundaries of the Subject Property consist of those shown on the Map of Proposed Boundaries of Annexation, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.
4. Petitioner has reviewed and approves the Rate and Method of Apportionment of Special Taxes attached hereto as Exhibit "C" and incorporated herein by this reference, which rate and methodology has previously been adopted by the City Council to be used for the levy of the special tax in the District and any future annexations to the District to pay for the Services.
5. Petitioner requests that a special election be held under the Mello-Roos Act, to authorize the special tax, and be conducted by the City using a mailed or hand-delivered ballot, and that such ballot be canvassed and the results certified at the same meeting of the City Council as the public hearing for the annexation of the Subject Property to the District under the Mello-Roos Act, or as soon thereafter as possible.

6. Petitioner, in the interest of expediting the completion of the Subject Property's annexation proceedings, waives all notices of hearing and all notices regarding the annexation of the Subject Property to the District, notices of election, applicable waiting periods under the Mello-Roos Act for the holding of a public hearing and for election and all ballot arguments and analysis for the election, all of which are for the benefit of Petitioner.

7. Petitioner agrees to cooperate with the City and its officers, employees and agents, including its City Attorney, and provide all information and disclosures concerning the Special Taxes to purchasers of any part of the Subject Property, as may be required by the City.

8. By executing this Petition, Petitioner agrees to all of the above.


Signature

CHRIS HECTOR
Print Name

2/16/15
Date

Exhibit A: Legal Description of Subject Property

Exhibit B: Boundary Map

Exhibit C: Rate and Methodology of Special Tax

Exhibit "A"

Legal Description of Subject Property

LOTS 3,4 & 16 OF RANCHO MIRAGE ESTATES, IN THE CITY OF RANCHO MIRAGE, COUNTRY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 21, PAGES 97 AND 98 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN.

EXCEPT THERFROM THAT PORTION CONVEYED TO THE CITY OF RANCHO MIRAGE BY DOCUMENT RECORDE JANUARY 6, 2015 AS INSTRUMENT NO. 0004665 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

Exhibit "B"

Map of Annexed Territory

(See full size 18"x26" for details)

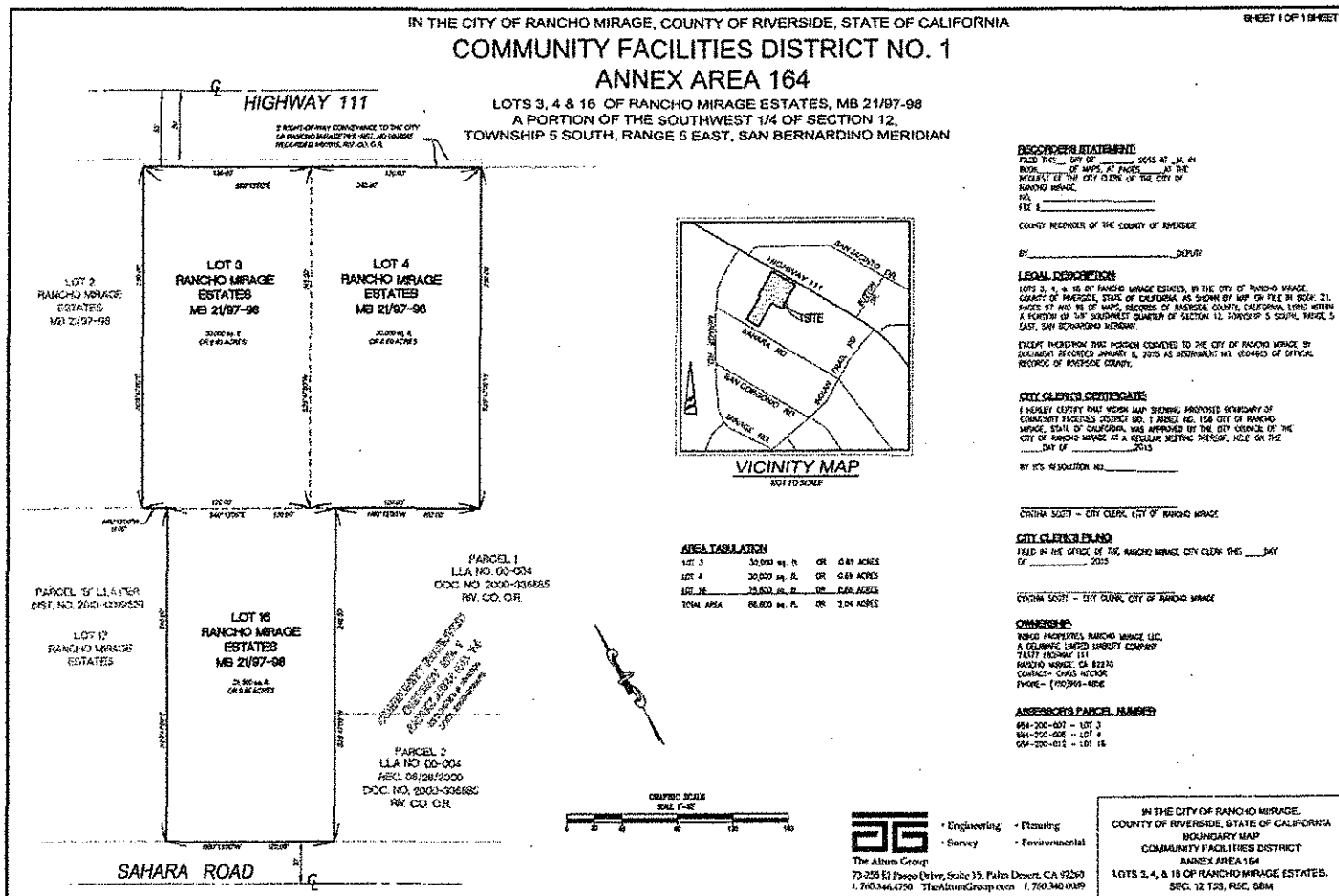


Exhibit “C”

Rate and Method of Apportionment of Special Tax

(See attached)

EXHIBIT A
RATE AND AMOUNT OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 1 (POLICE AND FIRE)

DETERMINATION OF MUNICIPAL SERVICE COSTS

The following procedures are used to establish the applicable special tax rate for all residential and commercial/industrial property subject to the Special Tax levied in accordance with the Rate and Method of Apportionment for Community Facilities District No. 1. For the FY 2014/15 tax year, the determination of tax rates is reflected below.

STEP ONE: Determine the amount of unreimbursed services costs.

SERVICE	FY 2012/13 ACTUAL EXPENSES	FY 2012/13 ACTUAL REVENUE	Net FY 2012/13 EXPENSES
Police	\$5,986,557 ¹	\$85,289 ²	\$5,901,268
Fire	\$4,714,518 ³	\$2,956,924 ⁴	\$1,757,594

¹ 2013 Comprehensive Annual Financial Report, page 59.

² 2013 Comprehensive Annual Financial Report, page 56, Fines and Forfeitures.

³ 2013 Comprehensive Annual Financial Report, page 64.

⁴ Finance Department (Revenue Status Report FY2012-13)

STEP TWO: Apportion service cost to land use categories.

SERVICE	LAND USE CATEGORY	PERCENT ATTRIBUTABLE	AMOUNT ATTRIBUTABLE
Police ⁽¹⁾	Residential	60%	\$3,540,761
	Commercial/Industrial	40%	2,360,507
			\$5,901,268
Fire ⁽²⁾	Residential	77.3%	\$1,358,620
	Commercial/Industrial	22.7%	398,974
			\$1,757,594
		TOTAL	\$7,658,862

(1) **Police Costs:** Percent attributable provided by Lt. John Shields, Riverside County Sheriff's Department, from Data Warehouse Records for January 1-December 31, 2013.

(2) **Fire Costs:** Percent attributable provided by Division Chief Bill Hunley, West Desert Division, and Riverside County Fire Department/CalFire from 2013 Cove Commission Annual Fire Report.

STEP THREE: Determine incremental cost of additional services.

SERVICE	LAND USE	INVENTORY	NET COSTS	INCREMENTAL COSTS
Police	Residential	14,322 units ^(a)	\$3,540,761	\$247.23
	Commercial/Industrial	5,598,040 sq.ft. ^(b)	2,360,507	\$0.42
Fire	Residential	14,322 units ^(a)	\$1,358,620	\$94.86
	Commercial/Industrial	5,586,372 sq.ft. ^(b)	398,974	\$0.07

^(a) Source: California Department of Finance, E-5 City Population & Housing Estimates, January 1, 2014.

^(b) Source: Based on total commercial square footage as of 3/31/14.
Total Residential is \$342.09; total Commercial is \$.49

STEP FOUR: Compare Amount Against CPI Limitations.

(The Community Facilities District may not increase the fee higher than two times the annual Consumer Price Index)

FACTOR	AMOUNT	FACTOR UNIT / SOURCE
1) Initial Rate	\$129.96	Residential/unit (September 1990)
	.38	Commercial/Sq. Ft. (September 1990)
2) Base CPI (9/90)	130.1	Los Angeles/Anaheim/Riverside -- (All Urban Consumers)
3) Current CPI (1/14)	239.857	
4) Percent Increase	84.4%	
5) Allowed Increase (2x)	168.7%	
6) Proposed Tax (without Administrative Charge)	\$342.09 .49	Per residential unit Per commercial square foot
7) Percent Increase	163.23%	Residential
	29.72%	Commercial
8) Within Allowable Increase?	Yes Yes	Residential Commercial

STEP FIVE: Determine If Collection Is Required for Prior Fiscal Year

(The District may collect unrecovered costs from a prior fiscal year provided that the Proposed Assessment without the Administrative Charge does not exceed the allowable increase of two times the annual Consumer Price Index.)

NOT APPLICABLE

STEP SIX: Identify Administrative Charges and Offsetting Property Tax

LAND USE	INCREMENTAL COST	ADMINISTRATIVE CHARGES (15%)	TOTAL ASSESSMENT	PROPERTY TAX	NET SERVICE COST
Residential	\$342.09/unit	\$51.31	\$393.40	To be determined	To be determined
Commercial	\$0.49/sq.ft	\$0.07	\$0.56	To be determined	To be determined

At the conclusion of **STEP SIX**, the amount of reimbursement can be determined and assessed annually to each parcel owner.

Exhibit "B"

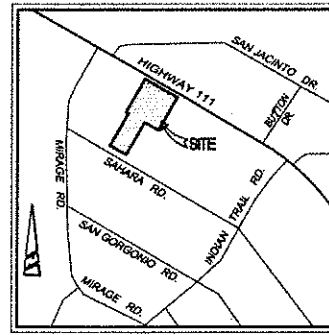
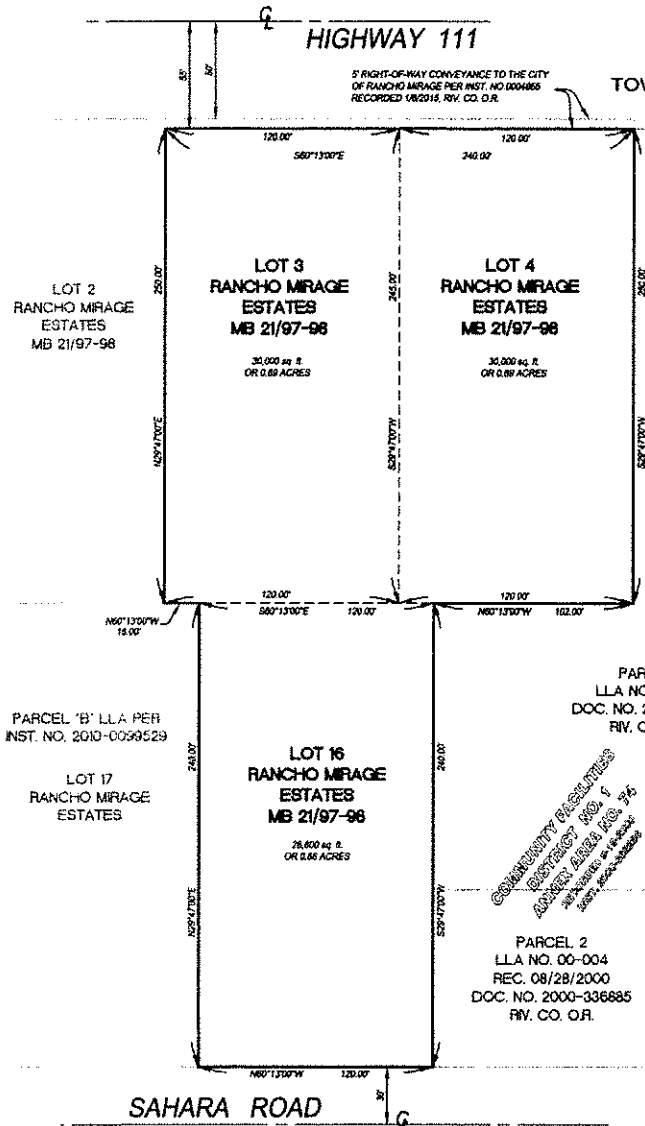
Map of Annexed Territory

IN THE CITY OF RANCHO MIRAGE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET

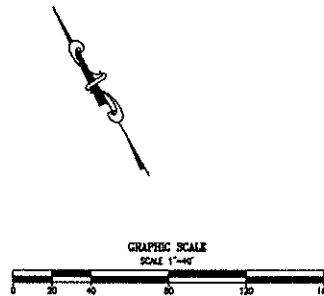
COMMUNITY FACILITIES DISTRICT NO. 1 ANNEX AREA 164

LOTS 3, 4 & 16 OF RANCHO MIRAGE ESTATES, MB 21/97-98
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 12,
TOWNSHIP 5 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN



AREA TABULATION

LOT 3	30,000 sq. ft.	OR	0.69 ACRES
LOT 4	30,000 sq. ft.	OR	0.69 ACRES
LOT 16	28,800 sq. ft.	OR	0.66 ACRES
TOTAL AREA	88,800 sq. ft.	OR	2.04 ACRES



RECORDERS STATEMENT:

FILED THIS ____ DAY OF ____ 2015 AT ____ IN
BOOK ____ OF MAPS, AT PAGES ____ AT THE
REQUEST OF THE CITY CLERK OF THE CITY OF
RANCHO MIRAGE.
NO.
FEE \$

COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

BY _____, DEPUTY

LEGAL DESCRIPTION:

LOTS 3, 4, & 16 OF RANCHO MIRAGE ESTATES, IN THE CITY OF RANCHO MIRAGE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 21, PAGES 97 AND 98 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE CITY OF RANCHO MIRAGE BY DOCUMENT RECORDED JANUARY 6, 2015 AS INSTRUMENT NO. 0004865 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT WITHIN MAP SHOWING PROPOSED BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 1 ANNEX NO. 158 CITY OF RANCHO MIRAGE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO MIRAGE AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____ 2015

BY ITS RESOLUTION NO. _____

CYNTHIA SCOTT - CITY CLERK, CITY OF RANCHO MIRAGE

CITY CLERK'S FILING:

FILED IN THE OFFICE OF THE RANCHO MIRAGE CITY CLERK THIS ____ DAY OF ____ 2015

CYNTHIA SCOTT - CITY CLERK, CITY OF RANCHO MIRAGE

OWNERSHIP:

INDIGO PROPERTIES RANCHO MIRAGE LLC,
A DELAWARE LIMITED LIABILITY COMPANY
71377 HIGHWAY 111
RANCHO MIRAGE, CA 92270
CONTACT - CHRIS HECTOR
PHONE - (760)969-4858

ASSESSOR'S PARCEL NUMBER:

684-200-007 - LOT 3
684-200-008 - LOT 4
684-200-012 - LOT 16

IN THE CITY OF RANCHO MIRAGE,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
BOUNDARY MAP
COMMUNITY FACILITIES DISTRICT
ANNEX AREA 164
LOTS 3, 4, & 16 OF RANCHO MIRAGE ESTATES,
SEC. 12 T5S, R5E, S8M



• Engineering • Planning
• Survey • Environmental
73-255 El Paseo Drive, Suite 15, Palm Desert, CA 92260
t. 760.346.4750 TheAltumGroup.com f. 760.340.0089

11-24

Exhibit "C"

Rate and Method of Apportionment of Special Tax

EXHIBIT A
RATE AND AMOUNT OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 1 (POLICE AND FIRE)

DETERMINATION OF MUNICIPAL SERVICE COSTS

The following procedures are used to establish the applicable special tax rate for all residential and commercial/industrial property subject to the Special Tax levied in accordance with the Rate and Method of Apportionment for Community Facilities District No. 1. For the FY 2014/15 tax year, the determination of tax rates is reflected below.

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Police	\$5,986,557 ¹	\$85,289 ²	\$5,901,268
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(The District may collect unrecovered costs from a prior fiscal year provided that the Proposed Assessment without the Administrative Charge does not exceed the allowable increase of two times the annual Consumer Price Index.)

NOT APPLICABLE

STEP SIX: Identify Administrative Charges and Offsetting Property Tax

LAND USE	INCREMENTAL COST	ADMINISTRATIVE CHARGES (15%)	TOTAL ASSESSMENT	PROPERTY TAX	NET SERVICE COST
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